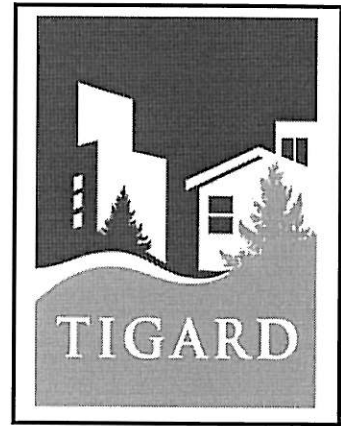

TIGARD CITY COUNCIL
AND LOCAL CONTRACT REVIEW
BOARD MEETING

JUNE 26, 2007 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD.
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
JUNE 26, 2007

6:30 PM

- STUDY SESSION

- Discuss Building Valuation Data Table – Community Development Department
- Distribute City Council Groundrules – Administration Department
- Discuss Amending Tigard Municipal Code regarding Chief Petitioner Requirement – Administration Department

7:30 PM

1. BUSINESS MEETING

- 1.1 Call to Order - City Council & Local Contract Review Board
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports
- 1.5 Call to Council and Staff for Non-Agenda Items

2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)

- Chamber of Commerce Representative
- Follow-up to Previous Citizen Communication

3. CONSENT AGENDA: *These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:*

- 3.1 Approve Council Meeting Minutes for April 24, 2007
- 3.2 Amend Affordable Housing Assistance Fee - Resolution No. 07-____
- 3.3 Approve Resolution to Modify Existing Fee Calculation for Building Permits – Resolution No. 07-____
- 3.4 Appoint Tigard Library Board Member – Resolution No. 07-____
- 3.5 Adopt Collective Bargaining Agreement between the City of Tigard and the SEIU 503/OPEU Local 199 and Authorize the City Manager to Sign - Resolution No. 07 - __
- 3.6 Approve Cost of Living Adjustment for Management/Supervisory/Confidential Group Employees effective July 1, 2007 and the Extension of Additional Health Plan Options - Resolution No. 07-____
- 3.7 Local Contract Review Board:
 - a. Award Contract for Pavement Maintenance under the FY 2007-08 Pavement Major Maintenance Program (PMMP) to Morse Brothers dba Knife River
 - b. Award Contract for Structural Plans Review Service to Miller Consulting Engineers, Inc.

Consent Agenda - Items Removed for Separate Discussion: *Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

4. PRESENTATION OF AWARD TO "IF I WERE MAYOR" CONTEST WINNERS
 - Introduction: Administration Department
5. PRESENTATION FROM ESSENTIAL HEALTH CLINIC
 - Introduction: Administration Department
6. PROJECT OVERVIEW ON I-5 HIGHWAY/99W CONNECTOR
 - Introduction: Community Development Department
 - Council Discussion
7. CONSIDER AN ORDINANCE AMENDING TIGARD MUNICIPAL CODE (TMC) CHAPTER 7.52.100 (3) REGARDING ALCOHOLIC BEVERAGES IN PARKS
 - Introduction: Public Works Department
 - Council Discussion
 - Council Consideration: Proposed motion to approve the Purchase and Sale Agreement and Authorize the City Manager to Execute the Document
8. AUTHORIZE AMENDMENTS TO INTERGOVERNMENTAL AGREEMENTS WITH DURHAM, KING CITY, AND THE TIGARD WATER DISTRICT, AND THE EXECUTION OF TENANTS IN COMMON AGREEMENTS AND BARGAIN AND SALE DEEDS FOR THE WATER BUILDING AND CANTERBURY PROPERTIES
 - Introduction: Public Works Department
 - Council Discussion
 - Council Consideration: Proposed motion to authorize amendments to intergovernmental agreements with Durham, King City, and the Tigard Water District, and the execution of Tenants In Common Agreements and Bargain and Sale Deeds for the Water Building and Canterbury properties.
9. COUNCIL LIAISON REPORTS
10. NON-AGENDA ITEMS

11. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
12. ADJOURNMENT

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MEMORANDUM

TO: Mayor and City Council

FROM: Brian Blalock, Building Official

RE: Building Valuation Data Table

DATE: June 8, 2007

The purpose of this memo is to present background information on new legislation and provide a basic understanding of the use of the Building Valuation Data Table.

Background:

For the purposes of determining the building permit fees for the construction of new buildings and additions, Oregon Administrative Rules (OAR) 918-050-100 and 918-050-110 require the City to use the most current version of a nationally published Building Valuation Data Table (Data Table). The Data Table assigns a per square foot value to buildings to determine a total valuation for the new building. The total valuation is applied to City of Tigard's Fees and Charges Schedule to determine the permit fee for the new building or addition.

The previous Data Table was published by the International Council of Building Officials (ICBO). The organization has since changed its name to the International Code Council (ICC). The Data Table is published twice a year and includes increases which reflect rising cost of construction and the end product value. The increases in the Data Table are small percentages and the Home Builders Association has been informed and agreed to the gradual increases with the understanding that the Building Official would monitor and adjust fees if the increases were excessive.

Staff recommends adoption of the proposed resolution to use the most current Building Valuation Data Table. The Building Official will monitor fees to assure that increases to the Data Table are not higher than would be consistent with Council policies related to cost recovery and reserve fund balances.

Attached is a copy of the Notice of Permanent Rules that are effective July 1, 2007.

Building Codes Division

*Working with Oregonians
to ensure safe building
construction while
supporting a positive
business climate.*

Notice of Permanent Rules

July 1, 2007

Tri-county structural permit fee methodology

Purpose of the rules:

These rules enable the tri-county region to use the current International Code Council (ICC) building valuation data table to calculate structural permit fees for new construction and additions in the region.

Effective date:

July 1, 2007.

Citations:

Amending OAR 918-050-0100 and 918-050-0110.

Contact:

If you have questions or need further information, please contact Joanie Stevens-Schwenger, Tri-County Services Manager, at joanie.m.stevens-schwenger@state.or.us or by telephone at 503-373-1313.



918-050-0100

Tri-County Regional Fee Methodology for Residential Permits

All municipalities in the Tri-county region shall use the following methodologies consistent with the terminology of the state building code to calculate permit fees for residential construction.

(1) Plumbing permit fees for new construction include one kitchen and are based on the number of bathrooms, from one to three, on a graduated scale. An additional set fee shall be assessed for each additional bath or kitchen.

(a) An additional fee shall not be charged for the first 100 feet of water and sewer lines, hose bibbs, icemakers, underfloor low-point drains and rain drain packages that include the piping, gutters, downspouts and perimeter system.

(b) Fee does not include:

(A) Any storm water retention/detention facility;

(B) Irrigation and fire suppression systems; or

(C) Additional water, sewer and service piping or private storm drainage systems exceeding the first 100 feet.

(c) Additions, alterations and repairs shall be calculated based on the number of fixtures, appurtenances and piping with a set minimum fee.

(2) All mechanical permit fees shall be calculated per appliance and related equipment with a set minimum fee.

(3) Effective July 1, 2007, structural permit fees for new construction and additions shall be calculated using the most current ICC Building Valuation Data Table, multiplied by the square footage of the dwelling to determine the valuation. The valuation shall then be applied to the jurisdiction's fee schedule to determine the permit fee. The plan review fee shall be based on a predetermined percentage of the permit fee as set by the local jurisdiction.

(a) The square footage of a dwelling, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level. The square footage of carports, covered porches or patios and decks shall be calculated separately at fifty percent of the value of private garages from the most current ICC Building Valuation Data Table.

(b) Permit fees for remodels and alterations shall be calculated using the valuation determined by the fair market value as determined by the building official, and applied to the jurisdiction's fee table.

(4) Additional local administrative fees or other local fees shall not be added to the cost of the building permit, except those administrative fees adopted by a municipality for plan reviews performed by licensed plan reviewers accepted pursuant to ORS 455.465.

Stat. Auth.: ORS 455.046 & 455.048

Stats. Implemented: ORS 455.046 & 455.048

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-

2005, f. 12-30-05, cert. ef. 1-1-06; BCD 4-2007, f. 5-11-07, cert. ef. 7-1-07

918-050-0110

Tri-County Regional Fee Methodology for Commercial Permits

All municipalities in the Tri-county region shall use the following methodologies consistent with the terminology of the state building code to calculate permit fees for commercial structures.

(1) Plumbing permit fees shall be calculated based on the number of fixtures and footage of piping with a set minimum fee. The plan review fee shall be calculated separately based on a predetermined percent of the permit fee as set by the local jurisdiction.

(2) Mechanical permit fees shall be determined based on the value of the mechanical equipment and installation costs and applied to the jurisdiction's fee schedule with a set minimum fee. The plan review fee shall be based on a predetermined percentage of the permit fee as set by the local jurisdiction.

(3) Effective July 1, 2007, structural permit fees shall be calculated using the most current ICC Building Valuation Data Table, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure to determine the valuation, or value as stated by the applicant, whichever is greater, to determine the valuation. The valuation shall then be applied to the jurisdiction's fee schedule to determine the permit fee, with a set minimum fee. When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant. The plan review fee shall be based on a predetermined percentage of the permit fee as set by the local jurisdiction.

(4) Additional local administrative fees or other local fees shall not be added to the cost of the building permit.

Stat. Auth.: ORS 455.046 & 455.048

Stats. Implemented: ORS 455.046 & 455.048

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 4-2007, f. 5-11-07, cert. ef. 7-1-07

Building Valuation Data

Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period

(1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).

- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from site and foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c, d}

Group	(2006 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	190.99	184.82	180.21	172.74	160.21	159.43	167.13	148.15	142.63
	Assembly, theaters, without stage	176.23	170.05	165.44	157.97	145.44	144.66	152.37	133.39	127.86
A-2	Assembly, nightclubs	147.10	142.97	139.34	133.91	124.28	124.03	129.21	114.30	110.46
A-2	Assembly, restaurants, bars, banquet halls	146.10	141.97	137.34	132.91	122.28	123.03	128.21	112.30	109.46
A-3	Assembly, churches	176.78	170.61	165.99	158.53	145.96	145.18	152.92	133.90	128.38
A-3	Assembly, general, community halls, libraries, museums	150.51	144.34	138.73	132.26	118.68	118.90	126.65	106.63	102.10
A-4	Assembly, arenas	175.23	169.05	163.44	156.97	143.44	143.66	151.37	131.39	126.86
B	Business	152.75	147.34	142.69	136.02	121.77	120.96	130.77	108.80	104.41
E	Educational	162.06	156.56	152.07	145.29	134.07	130.89	140.53	119.73	115.17
F-1	Factory and industrial, moderate hazard	90.96	86.79	82.13	79.44	68.74	69.66	76.24	58.56	55.46
F-2	Factory and industrial, low hazard	89.96	85.79	82.13	78.44	68.74	68.66	75.24	58.56	54.46
H-1	High Hazard, explosives	85.25	81.08	77.42	73.73	64.21	64.13	70.53	54.03	N.P.
H234	High Hazard	85.25	81.08	77.42	73.73	64.21	64.13	70.53	54.03	49.93
H-5	HPM	152.75	147.34	142.69	136.02	121.77	120.96	130.77	108.80	104.41
I-1	Institutional, supervised environment	150.33	145.20	141.34	135.63	124.49	124.44	134.70	114.51	109.96
I-2	Institutional, hospitals	253.93	248.52	243.87	237.20	222.34	N.P.	231.95	209.39	N.P.
I-2	Institutional, nursing homes	177.55	172.14	167.49	160.82	147.00	N.P.	155.58	134.05	N.P.
I-3	Institutional, restrained	173.39	167.98	163.32	156.66	143.67	141.88	151.41	130.72	124.33
I-4	Institutional, day care facilities	150.33	145.20	141.34	135.63	124.49	124.44	134.70	114.51	109.96
M	Mercantile	109.31	105.19	100.56	96.13	86.08	86.83	91.43	76.10	73.26
R-1	Residential, hotels	150.84	145.71	141.85	136.14	125.10	125.05	135.31	115.12	110.57
R-2	Residential, multiple family	126.43	121.30	117.44	111.73	100.81	100.77	111.02	90.83	86.28
R-3	Residential, one- and two-family	119.76	116.47	113.63	110.52	105.39	105.13	108.64	99.79	94.06
R-4	Residential, care/assisted living facilities	150.33	145.20	141.34	135.63	124.49	124.44	134.70	114.51	109.96
S-1	Storage, moderate hazard	84.25	80.08	75.42	72.73	62.21	63.13	69.53	52.03	48.93
S-2	Storage, low hazard	83.25	79.08	75.42	71.73	62.21	62.13	68.53	52.03	47.93
U	Utility, miscellaneous	64.30	60.80	57.19	54.31	47.22	47.22	50.70	38.76	36.91

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = \$15.00 per sq. ft.

c. For shell only buildings deduct 20 percent.

d. N.P. = not permitted

Agenda Item #
Meeting Date

Study Session
June 26, 2007

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Discuss Council Groundrules

Prepared By: Cathy Wheatley *Cathy* Dept Head Approval: *CP* City Mgr Approval: *CP*

ISSUE BEFORE THE COUNCIL

The periodic review by the City Council of its groundrules.

STAFF RECOMMENDATION

Review current groundrules, Resolution No. 06-51, and direct staff to make any changes needed.

KEY FACTS AND INFORMATION SUMMARY

- Council periodically reviews its groundrules around July of each year to determine whether the current groundrules need amendment.
- If the City Council determines adjustments should be made to the groundrules staff will prepare a draft resolution reflecting the City Council's direction for consideration by the City Council at an upcoming business meeting.

OTHER ALTERNATIVES CONSIDERED

Do not amend the groundrules at this time.

CITY COUNCIL GOALS

Improve Council communications.

ATTACHMENT LIST

None.

FISCAL NOTES

N/A

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 06-51

A RESOLUTION AMENDING THE COUNCIL GROUNDRULES (EXHIBIT A) AND
SUPERSEDING RESOLUTION NO. 04-83

WHEREAS, the Council periodically reviews Council Groundrules; and

WHEREAS, on July 11, 2006, the City Council discussed its groundrules whereby support was expressed to add a statement to the Groundrules: "Council members should attempt to give at least 24 hours' notice, by advising the City Manager and the City Recorder of a request to remove a Consent Agenda item for separate discussion."

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

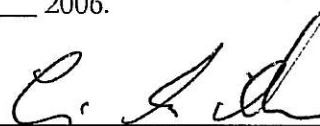
SECTION 1: The City Council hereby revises the Council Groundrules as described in the attached Exhibit A, Page 6, with the following wording shown in the Council Agenda and Packet Information section:

- Council members should attempt to give at least 24 hours' notice, by advising the City Manager and the City Recorder of a request to remove a Consent Agenda item for separate discussion.

SECTION 2: The attached City Council Groundrules supersede the City Council Groundrules adopted by Resolution No. 04-83.

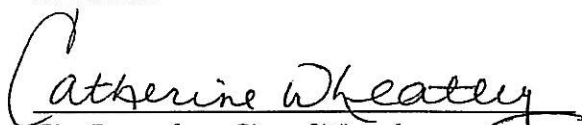
SECTION 3: This resolution is effective immediately upon passage.

PASSED: This 15th day of August 2006.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

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EXHIBIT A
Resolution No. 0651

CITY COUNCIL GROUND RULES AND AGENDA PROCESS

The following information is intended to assist with preparation for and the conduct of City Council meetings. The City Charter, Article IV, Section 13, contains regulations that govern Council meetings. The Groundrules describe the process followed by Council in scheduling and conducting meetings.

Council/Mayor Roles

- The Mayor, or in the absence of the Mayor, the Council President, shall be the Presiding Officer at all meetings. The Presiding Officer shall conduct all meetings, preserve order, enforce the rules of the Council and determine the order and length of discussion on any matter before the Council, subject to these rules. The Presiding Officer may move, second, debate and vote and shall not be deprived of any of the rights and privileges of a Councilor. The Presiding Officer shall sign all ordinances, resolutions, contracts and other documents, except where authority to sign certain contracts and other documents has been delegated to the City Manager and all documents shall be attested to by the City Recorder. The Mayor shall appoint the committees provided by the Rules of Council.
- In all other actions, decisions and other matters relating to the conduct of business of the City, the Mayor or President shall have no more or less authority than any other Council member. For the purposes of this written procedure any reference to the Council (unless otherwise specifically noted to the contrary) will include the Mayor, President and Council members.

Conduct of City Meetings

- Council will meet at least once a month. Regularly scheduled meetings shall be on the second, third, and fourth Tuesdays of each month.
- The Council meetings on the second and fourth Tuesdays are "Business" meetings; the Council meetings on the third Tuesday of the month are "Workshop" meetings unless otherwise designated by the City Council.
- Unless specifically noted otherwise, the meetings of Council shall begin at 6:30 p.m. at the established place of meeting. On the second and fourth Tuesdays the meetings will begin with a Study Session following by the Business meeting. On the third Tuesday, the Workshop meeting will begin at 6:30 p.m.

- Roll Call/Voting Order: The roll shall be called in alphabetical order by last name. At each succeeding meeting at which a roll call vote is taken, the council person who voted last during the previous meeting, shall vote first and the Council person who voted first during the preceding meeting shall vote second and so on in a rotating fashion. It is the intent that the voting order remain fixed for each meeting and that a different Council person shall vote last during each separate meeting for the duration of the meeting.
 - Charter Section 19 provides that 'the concurrence of a majority of the members of the Council present and voting, when a quorum of the Council is present, at a Council meeting shall be necessary to decide any question before the Council.' A Council member who abstains or passes shall be considered present for determining whether a quorum exists, but shall not be counted as voting. Therefore, abstentions and 'passes' shall not be counted in the total vote and only votes in favor of or against a measure shall be counted in determining whether a measure receives a majority.
- The Chair, or other members if the Chair fails to remember, shall call for a Point of Order at or around 9:30 p.m. to review remaining items on the agenda with the Council. The Council may reset or reschedule those items, which it feels may not be reached prior to the regular time of adjournment.
- The Council's goal is to adjourn prior to 10 p. m. unless extended by majority consent of all Council members then present. If not continued by majority consent, then the meeting shall be adjourned to either the next scheduled meeting or the meeting shall be continued to a special meeting on another date.
- Definitions - Meeting Types, Study Sessions and Executive Sessions:
 - > BUSINESS MEETINGS: Business meetings are regular meetings where Council may deliberate toward a final decision on an agenda item including consideration of ordinances, resolutions & conducting public hearings. Business meetings are open to the public. The regularly scheduled business meetings are televised.

Business meetings are generally scheduled to begin at 7:30 p.m. with a study session preceding the Business Meeting at 6:30 p.m. Study Sessions are a workshop-type of meeting (see definition below) which also provide an opportunity for the Council to review the business

meeting agenda and to ask questions for clarification on issues or on process. Study Sessions are open to the public.

All Council meetings are open to the public with the exception of Executive Sessions. Executive Sessions can be called under certain circumstances and topics are limited to those defined by ORS 192.660.

- The "Citizen Communication" portion of the agenda is a regular feature on the Council Business meetings. This item will be placed near the beginning of the Council Agenda to give citizens a chance to introduce a topic to the City Council. Citizen Communications are limited to two minutes in length and must be directed to topics that are not on the Council Agenda for that meeting.
- At the conclusion of the Citizen Communication period, either the Mayor, a Council member or staff member will comment what, if any, follow-up action will be taken to respond to each issue. At the beginning of Citizen Communication at the next business meeting, staff will update the Council and community on the review of the issue(s), the action taken to address the issue, and a statement of what additional action is planned. Council may decide to refer an issue to staff and/or schedule the topic for a later Council meeting.

- > **WORKSHOP MEETING:** Workshop meetings are regular meetings where Council reviews and discusses agenda topics with no intent of deliberating toward a final decision during the meeting. Workshop meetings are not currently scheduled to be televised but are open to the public.

Workshop agenda items are generally topics which Council is receiving preliminary information on and providing direction for further staff analysis and information gathering for a later business meeting. Workshop topics may also include discussions with standing boards and committees, as well as other governmental units.

Appropriate topics for Workshop meetings include:

- ~ Introduce a Topic: Staff will bring up new items to determine whether Council wants to entertain further discussion and whether to schedule the topic as an item on a future agenda.
- ~ Educational Meetings: Council will review research information presented by staff, consultants, or task forces - usually as a process check; i.e., is the issue on the right "track"?

- ~ Meet with individuals from City boards and committees or other jurisdictions to discuss items of common interest (examples: other Councils, the School District, and other officials).
 - ~ Administrative Updates: Items such as calendar information, scheduling preferences, process checks.
- > **STUDY SESSIONS:** Study Sessions precede or follow a Business Meeting or Workshop Meeting. As stated above, they are conducted in a Workshop-type setting to provide an opportunity for Council to review the Business Meeting Agenda and to ask questions for clarification on issues or on process. Information is also shared on items that are time sensitive. During Study Sessions, any Council member may call for a Point of Order whenever he or she wishes to stop the "discussion" because he or she feels that it is more appropriate for the City Council to discuss the matter during the Council meeting. If a Point of Order is raised, the City Council will discuss the Point of Order and determine whether the "discussion" should continue on or be held during the Council meeting. The decision on whether to continue the "discussion" or not shall be determined by the majority consensus of the Council members present. If Council discusses a Council Agenda Topic in a Study Session prior to that Council meeting, either the Presiding Officer or City Manager will briefly state at the introduction of the Agenda Topic, the fact that Council discussed the topic in the Study Session and mention the key points of the discussion.
- > **EXECUTIVE SESSIONS:** Meetings conducted by the Council, City Manager, and appropriate staff for deliberation on certain matters in a setting closed to the public. Executive Sessions may be held during a regular, special or emergency meeting after the Presiding Officer has identified the ORS authorization for holding the Executive Session. Among the permitted topics are employment of a public officer, deliberations with the persons designated by the Council to carry on labor negotiations, deliberations with persons designated to negotiate real property transactions, and to consult with legal counsel regarding current litigation or litigation likely to be filed.

Policy Regarding Interrelationships Between the City Council and Its Appointed Commissions, Boards or Committees (hereinafter referred to as "Boards")

- The Council shall follow the Procedure for Recruitment and Appointments to Boards and Committees established in Resolution No. 95-60.

- Appointments to any committees not covered by Resolution No. 95-60 shall be made following the procedure provided within the Resolution or Ordinance, which created the committee.
- Appointments to intergovernmental committees shall be made by Council Action.
- Appointments of Council members to internal City committees as the Council Liaison shall be made by the City Council.
- It is Council policy to make known to the public, by notice in the Cityscape, of the occurrence of vacancies on City boards for the purpose of informing persons who may be interested in appointment.
- Council will entertain regular representation by persons outside the City on those boards, which provide for such non-city membership.
- The Mayor and one Council member will serve on the Mayor's Appointment Advisory Committee for the purpose of interviewing and recommending potential board members. Council members will serve on this Committee with the Mayor on a rotated basis for a term of six months. Terms shall begin January 1 and July 1.

Communications Between City Councilors, City Manager and Staff

- Councilors are encouraged to maintain open communications with the City Manager, both as a group and individually in one-on-one sessions.
- Councilors are encouraged to direct inquiries through the City Manager, giving as much information as possible to ensure a thorough response.
- In the absence of the City Manager, Councilors are encouraged to contact the Assistant to the City Manager. In the absence of both the City Manager and the Assistant to the City Manager, Councilors are encouraged to contact the Department Head, realizing that the Department Head will discuss any such inquiries with the City Manager.
- Contacts below the Department Head are discouraged due to the possible disruption of work, confusion on priorities, and limited scope of response.

Council Agendas and Packet Information

- The City Manager will schedule agenda items while attempting to maintain balanced agendas to allow for discussion of topics while meeting the established 10 p.m. adjournment time.
- The City Manager will schedule items allowing time for staff research and the agenda cycle deadlines.
- The agenda cycle calls for submittal of items 10 days in advance of a Council meeting. Add-ons are to be minimized, as well as handouts distributed at the start of meetings, except Executive Sessions.
- Councilors and staff will prepare in advance of public meetings and issues should be presented fully in packets.
- Council is supportive of the role staff should play in offering professional recommendations. Staff is aware of Council's right to make final decisions after considering the staff recommendation, public input, the record and Council deliberation on the matter.
- Council members should attempt to give at least 24 hours' notice, by advising the City Manager and the City Recorder of a request to remove a Consent Agenda item for separate discussion.

Communications Among Councilors

- Councilors are encouraged to suggest agenda topics at the bench or to contact the City Manager about scheduling an item into the Tentative Agenda.
- Add-on Agenda items should be brought up at the start of the meeting and generally considered only if continuing to a later agenda is not appropriate.
- Requests for legislative action of Council may be initiated by an individual Council member during a Council meeting. The City Manager will respond to the request consistent with resources and priorities, or refer the question of scheduling to Council as a whole.

Communications with Community/General Public

- Councilors and the General Public are reminded of the Agenda cycle and cut-off dates. Administrative staff is available to explain how public issues are handled and how citizen input may be accomplished.
- "Official" communication should come through City Hall and be provided by the City Manager. Direct submittal or inquiries to the Council or individual Councilors should be referred to the City Manager or Councilors may ask the City Manager to look into an issue.
- Official "press releases" are encouraged, both to assure accurate reporting and to advise Council and Staff of the official position communicated to the press. Press releases are through the City Manager's Office.

General

- Councilors are always Councilors in the eyes of the Administration, never simply private citizens. Thus, Councilors are always treated by Administration as Council members.
- Information that "affects" the Council should go to Council. The City Manager is to decide on "gray areas," but too much information is preferable to too little.
- Budget cuts or increases are policy decisions. Budgets will not be cut "piece meal" or "across the board," but rather should be made in service or program areas, giving staff full opportunity to provide data clearly defining the anticipated impact of the action.
- It is the policy of the Council that if Councilors are contacted regarding labor relations during labor negotiations or conflict resolution proceedings, then Councilors have no comment.
- Councilors and the City Manager agree to report and discuss any contact, which might affect labor relations with the entire Council in Executive Session.
- The Council Groundrules will be submitted for review by Council each year either in the July or August Workshop Meeting. The Groundrules can be reviewed and revised at any other time in the year when a specific issue or issues are identified requiring action prior to the established review period.

Agenda Item #
Meeting Date

Study Session
June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Discuss Proposal for Tigard Municipal Code Amendment to Require All or Some of the Chief Petitioners for a City of Tigard Initiative, Referendum or Recall Process be Residents or City Electors of the City of Tigard

Prepared By: Cathy Wheatley *Cathy* Dept Head Approval: *CP* City Mgr Approval: *CP*

ISSUE BEFORE THE COUNCIL

Does City Council want to amend the Tigard Municipal Code to require all or some of the chief petitioners for a City of Tigard initiative, referendum, or recall process be residents or City electors of the City of Tigard?

STAFF RECOMMENDATION

Review the information presented by staff on what has been done in other municipalities. Give direction to staff whether to proceed with a proposed ordinance. If staff is directed to draft an ordinance, the ordinance could be scheduled for Council consideration on July 10, 2007.

KEY FACTS AND INFORMATION SUMMARY

- Mayor Dirksen asked staff to research and propose an amendment to the Tigard Municipal Code, which would require chief petitioners of a City of Tigard initiative, referendum or recall to be residents or City electors of the City of Tigard.
- Staff asked other Oregon cities if there were any similar local legislation adopted recently. The City of Central Point and the City of Sherwood responded and provided the wording they each adopted in 2004:
 - Central Point: *No petition for initiative or referendum filed with the city shall be valid unless all chief petitioners are residents of the city at the time of filing and remain residents of the city through the entire initiative and referendum process, including the election.*
 - Sherwood: *Before circulating a petition proposing an initiative for city legislation, the chief petitioners must file a prospective petition with the recorder. The recorder will provide the form showing: 1. The signatures, printed names and mailing addresses of at least one and not more than three chief petitioners, all of whom must be city electors...*
- The Central Point option requiring chief petitioners to be City residents is less restrictive than requiring the chief petitioners to be City electors. Council, if it decides to amend the Tigard Municipal Code, should indicate which option it would prefer.

OTHER ALTERNATIVES CONSIDERED

Propose additional language for a draft ordinance.

CITY COUNCIL GOALS

N/A

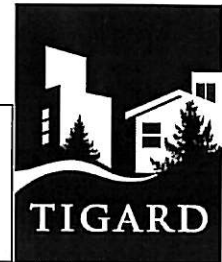
ATTACHMENT LIST

None

FISCAL NOTES

N/A

Agenda Item No. _____
 For Agenda of _____



Tigard City Council Meeting Minutes

Date: April 24, 2007
 Time: 6:32 pm.
 Place: Tigard City Hall, 13125 SW Hall Boulevard
 Tigard, Oregon
 Attending: Mayor Craig Dirksen Presiding
 Councilor Gretchen Buehner
 Councilor Sally Harding
 Councilor Sydney Sherwood
 Councilor Tom Woodruff

Agenda Item	Discussion & Comments	Action Items (follow up)
Executive Session	<p>The Tigard City Council went into Executive Session at 6:32 p.m. to discuss labor negotiations under ORS 192.660(2)(d).</p> <p>Executive Session concluded at 6:50 p.m.</p>	
Study Session – Administrative Items	<ul style="list-style-type: none"> ▪ Tonight's agenda was revised as noted on the first page of the agenda. Copies were distributed to the City Council. ▪ There was brief discussion on the Red Hat Society proclamation, which the Mayor will issue during the business meeting. ▪ D.A.R.E. Graduation, will be on Thursday, April 26, at Templeton Elementary School. Councilor Sherwood will attend. ▪ City Council discussed the Council vacancy that will occur due to Councilor Harding's decision to resign as City Councilor effective today (after the City Council meeting). Councilor Harding and Councilor Sherwood have had conversations with former Councilor Nick Wilson. Mr. Wilson said he would be willing to consider serving on the City Council again if the City Council chose to appoint him. Councilor Buehner indicated concern about process for making the appointment advising that there may be a perception issue from the community if Mr. Wilson were appointed without soliciting names from others. City Attorney Ramis advised that 	<p>City Council decided to continue this discussion at its May 8, 2007, City Council meeting.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>the Charter gives wide discretion to the City Council with regard to the appointment process. City Council members discussed their options. Some City Council members had been contacted by individuals who are interested in an appointment as a City Councilor. Councilor Sherwood commented that the advantage of appointing Mr. Wilson would be his familiarity with several large City projects that are underway including the Comprehensive Plan Update, 99W improvements, and the Downtown development.</p> <ul style="list-style-type: none"> ▪ An e-mail communication from Brian Wegener regarding a Measure 37 claim (E&V Development Property) was distributed to the City Council. ▪ The Tigard Balloon Festival will be held June 15-17, 2007. City Manager Prosser requested City Council members consider staffing the City booth for a few hours during the event. Councilor Sherwood advised she would be unable to attend this year. ▪ Measure 37 hearing proceedings were discussed. There was a question whether wetland regulations were applicable for Measure 37 claims. City Attorney Ramis said there is some question about whether wetland regulations would apply when considering a Measure 37 claim. Mayor Dirksen said he understood that if an approval is granted, it does not mean the Clean Water Services or other agencies' regulations would automatically be waived. Councilor Buehner noted that this is the type of issue that should be brought to the attention to citizens when Measure 37 claims are presented. 	
Study Session (continued) – Tigard Festival of Balloons and the Use of Cook Park	Tigard Festival of Balloons organizer, Dave Nicoli, presented his argument whereby he was proposing to close Cook Park to the public for the exclusive use of the Balloon Festival. He noted his work and financial support over the years to make this event “stand on its own.” He advised he donates about \$50,000 a year to the event. Mr. Nicoli reviewed the activities being planned and efforts to provide more Festival activities during the day. To reach the goal of self-sufficiency, more people need to attend. He	After discussion, there was agreement among the Mayor and City Council members to close the park for the exclusive use of the Balloon Festival this year to see how the community responds. The closure will be evaluated before allowing closure to occur again next year.

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>noted the number of non-profit organizations in the community that benefit from participation in the festival through fundraising activities.</p> <p>Public Works Director Koellermeier advised staff has reviewed and supports Mr. Nicoli's request.</p> <p>A pass can be purchased for \$5, which will be good for the entire weekend.</p> <p>Other services and activities were discussed including availability of handicapped parking, activities for all ages, and future plans for the festival.</p> <p>Study Session concluded at 7:27 p.m.</p>	
Business Meeting	<p>1.1 Mayor Dirksen called the City Council and the Local Contract Review Board to Order at 7:34 p.m.</p> <p>1.2 Council Present: Mayor Dirksen, Councilors Buehner, Harding, Sherwood, and Woodruff.</p> <p>1.3 Pledge of Allegiance</p> <p>1.4 Council Communications & Liaison Reports</p> <p>1.5 Call to Council and Staff for Non-Agenda Items</p> <p>Councilor Harding announced her resignation from the City Council, which would be effective at the conclusion of this meeting. She spoke of her service on the City Council and how difficult it was to make this decision. Councilor Harding will be moving out of state. Mayor Dirksen said that Councilor Harding would be missed.</p> <p>Mayor Dirksen presented Councilor Harding with a certificate of appreciation, a gift, and farewell cards signed by the City Council and members of staff.</p> <p>City Attorney Ramis commented on the procedural aspects available to the City Council as they consider how to fill the vacancy created upon Councilor Harding's departure. There is a wide array of options</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)										
	<p>available to the City Council.</p> <p>Mayor Dirksen commented on past methods used by previous City Councils when a vacancy was filled. He advised the City Council would discuss this matter again at its May 8, 2007, City Council meeting.</p>											
2. Proclamations	<p>Mayor Dirksen issued the following proclamations:</p> <ul style="list-style-type: none">▪ Be Kind to Animals Week – May 6-12, 2007.▪ Red Hat Society Day – April 25, 2007. Ms. Jill Davis from a local Red Hat Society organization, the Crimson Crones, spoke about the purpose of this Society, which was founded in 1998. <p>Copies of the proclamations are on file in the City Recorder’s office.</p>											
3. Citizen Communication	<p>Tigard Chamber of Commerce President Ralph Hughes presented information on upcoming Chamber events.</p>											
4. Consent Agenda	<p>4.1 Approve Council Minutes for March 13 and 20, 2007.</p> <p>4.2 Approve Budget Amendment #14 to the FY 2006-07 Budget to Increase Appropriations in the Mayor and Council Budget Within the Policy and Administration Program for One-Time Funding for the Vision Action Network’s Sustainability Feasibility Study – Resolution No. 07-25</p> <p>4.3 Approve Budget Amendment #15 to the FY 2006-07 Budget to Increase Appropriations to the Mayor and Council Budget with the in Policy and Administration Program for One-Time Funding to Tigard Safety Town – Resolution No. 07-26</p>	<p>Motion by Councilor Sherwood, seconded by Councilor Harding, to approve the Consent Agenda.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Buehner</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Sherwood</td><td>Yes</td></tr><tr><td>Councilor Woodruff</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Buehner	Yes	Councilor Harding	Yes	Councilor Sherwood	Yes	Councilor Woodruff	Yes
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Councilor Woodruff	Yes											
5. Annual Volunteer Program Highlights Presentation	<p>City Administration Volunteer Coordinator Bob Roth introduced Library Volunteer Coordinator Trish Stormont and Public Works Surface Water Quality/Volunteer Coordinator Carla Staedter. Staff presented information to the City Council and community about recent accomplishments, ongoing activities and anticipated volunteer trends. A</p>											

Agenda Item	Discussion & Comments	Action Items (follow up)										
	summary of the information presented is on file in the City Recorder's office, including copies of the PowerPoint presentation slides: <i>Giving a Face to Tigard's 1200 Volunteers</i> and <i>City of Tigard Volunteer Program By the Numbers</i> .											
6. Legislative Public Hearing – Comprehensive Plan Amendment (CPA) 2006-00002 to Add New Downtown Goals, Policies, and Action Measures	<p>Mayor Dirksen opened the public hearing.</p> <p>City Attorney Ramis reviewed the process for this legislative public hearing.</p> <p>Associate Planner Farrelly presented the staff report; a summary is on file in the City Recorder's office.</p> <p>The issue before the City Council whether to approve the Planning Commission's recommendation to adopt the Comprehensive Plan Amendment (CPA 2006-00002) to add new Goals, Policies, and Action Measures applicable to the Downtown Urban Renewal District to enable implementation of the Tigard Downtown Improvement Plan.</p> <p>Key points of the staff report included:</p> <ul style="list-style-type: none">▪ The current Comprehensive Plan language is inadequate.▪ Section 11.1 is outdated. The amendment will reflect Downtown's new multiple-functional role for housing, employment and retail.▪ Economy Policy 5.5 recommends that downtown residential development be allowed above the first floor; this Comprehensive Plan amendment will allow stand alone housing in the downtown.▪ The relationship between the Tigard Downtown Improvement Plan (TDIP) and this amendment is that the TDIP will be the resource for the Comprehensive Plan amendment and is identical to the TDIP's goal to create a vibrant, active urban village in the community that is pedestrian oriented, accessible by many modes of transportation, recognizes and uses natural resources as an asset, and ensures a combination of resources	<p>Motion by Councilor Harding, seconded by Councilor Sherwood, to adopt Ordinance No. 07-07.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Buehner</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Sherwood</td><td>Yes</td></tr><tr><td>Councilor Woodruff</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Buehner	Yes	Councilor Harding	Yes	Councilor Sherwood	Yes	Councilor Woodruff	Yes
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Councilor Woodruff	Yes											

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>that enables people to live, work, play, and shop in an environment that is uniquely Tigard.</p> <ul style="list-style-type: none"> ▪ The policies and action measures are found in three categories. Associate Planner Farrelly summarized the policies and action measures to facilitate an urban village. ▪ This CPA will apply to the urban renewal district area, a larger area than the central business district. ▪ Applicable standards and policies of the state (DLCD), Metro, and City of Tigard have been satisfied. ▪ A public hearing on this proposed amendment was held before the Planning Commission. After one revision, included in the document before the City Council, the Planning Commission recommended approval of the amendment by a unanimous vote. A copy of the March 19, 2007, meeting minutes of the Planning Commission summarizing their discussion on the proposed amendment was submitted as part of the staff report for this hearing before the City Council. ▪ Amendments to the Development Code will be prepared for Council consideration if this comprehensive plan amendment is approved. <p>Mayor Dirksen asked if the City Council if there were questions of staff. There were none at this time.</p> <p>Public testimony.</p> <p>Sue Beilke signed in as an opponent. Ms. Beilke said she supports the proposal overall; however, she did not think some items had been addressed. She referred to Policy 11.2.1 and said she did not see where natural resources values and functions were defined. Associate Planner Farrelly responded that the amendment is a roadmap to guide future changes and to provide a legislative foundation; more details would be developed when the Development Code amendments are prepared relating to the urban renewal district area.</p> <p>City Attorney Ramis noted that the amendment</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>represents general policy language and that the City Council could develop other regulations using this language as a framework.</p> <p>Councilor Buehner noted this amendment had been discussed during recent City Center Advisory Commission meetings. One of the primary concerns of the CCAC was that guidelines be established as quickly as possible so implementation of the downtown improvement plan could proceed recognizing there is a longer-term project occurring with the update of the City's overall comprehensive plan.</p> <p>Councilor Harding added that part of the reason for addressing this section of the comprehensive plan was to make it possible for development to occur in the downtown. She also noted that the strict City of Tigard Goal 5 regulations now in place would apply. She said the Downtown Improvement Plan should be allowed to move forward but cautioned that development should be monitored closely.</p> <p>Ms. Beilke suggested that it be stated that existing regulations are applicable. Mayor Dirksen reiterated that the purpose of considering the proposed amendment now was to keep downtown projects moving forward while decisions are being made on the Comprehensive Plan amendments overall. The amendment now before the City Council will allow City officials to determine what changes are needed to the Development Code to implement the TDIP. Councilor Sherwood encouraged Ms. Beilke to remain involved as changes are proposed for the Development Code.</p> <p>Additional testimony: Associate Planner Farrelly noted, for the record, an e-mail dated April 19, 2007, was received from Mr. John Frewing. This e-mail was distributed to the City Council and is on file in the City Recorder's office. Mr. Frewing advised of his concerns in that the "...proposal departs grossly from common sense and prior practice of this City Council wherein changes are evaluated against all of the State Land Use Goals and judged to be relevant or not relevant."</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>Mayor Dirksen asked if the City Council had questions or if staff had rebuttal comments to testimony received. Associate Planner Farrelly advised that natural resources regulations would be taken into account for future development.</p> <p>Staff recommended approval of the proposed comprehensive plan amendment.</p> <p>Council comments:</p> <p>Councilor Buehner referred to the CCAC's position that it is important to get this amendment through as soon as possible.</p> <p>Councilor Woodruff noted this matter has been under review and supported the amendment as the next step to move ahead.</p> <p>Councilor Sherwood agreed that the proposed Comprehensive Plan amendment is "just the start."</p> <p>Councilor Harding indicated she also supports moving forward with this amendment; in fact, the process followed up to this point has potential for national recognition.</p> <p>Mayor Dirksen also agreed that this is a step in the process to begin work on the downtown.</p> <p>Mayor Dirksen closed the public hearing.</p> <p>City Council considered Ordinance No. 07-07:</p> <p>AN ORDINANCE ADOPTING COMPREHENSIVE PLAN AMENDMENT CPA 2006-00002 TO REPLACE THE DOWNTOWN CHAPTER OF VOLUME II OF THE COMPREHENSIVE PLAN AND ADD NEW GOALS, POLICIES AND ACTION MEASURES AND AMEND COMPREHENSIVE PLAN POLICY 5.5</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
<p>7. Measure 37 Claim Hearing (Quasi-Judicial) – E & V Development Company (M372006- 00007)</p>	<p>Mayor Dirksen opened the public hearing.</p> <p>City Attorney Ramis reviewed the procedures for this quasi-judicial hearing.</p> <p>City Council Declarations: Councilor Buehner advised she represents two property owners whose land abuts this property.</p> <p>Associate Planner Caines presented the staff report. E&V development Company seeks a waiver of current land use regulations that restrict development within wetlands on a .41 acre site located on Greenburg Road, south of Highway 217. The Council Agenda Item Summary for this matter is on file in the City Recorder's office.</p> <p>Staff recommended the proposed ordinance be adopted, which would grant a Ballot Measure 37 waiver of the Tigard Development Code wetland regulations, to run with the person and not the land. A copy of the proposed ordinance is on file in the City Recorder's office.</p> <p>Mayor Dirksen referred to a map and requested clarification of what areas are wetlands. Associate Planner Caines identified a area around Ash Creek, which is a significant wetland. Another area is a buffer area around the wetland which is regulated by Clean Water Services. Associate Planner Caines confirmed that the buffer area could be considered developable property if it was not located adjacent to a wetland.</p> <p>Public Testimony:</p> <p>Applicant Eugene Davis noted he and his wife, Vivian, purchased this land in 1969. He reviewed the key points of his request:</p> <ul style="list-style-type: none"> ▪ They would like to develop this property. ▪ He said that since he has filled out the Measure 37 application, he has hired an architect. 	<p>Motion by Councilor Buehner to adopt Ordinance No. 07-08 to approve the waiver. There was no second; the motion was not considered by the City Council</p> <p>The Mayor asked if there was any support for a continuance of this item.</p> <p>Councilor Woodruff said he would be interested in hearing what Clean Water Services would have to say about this application. He would be open to reviewing this later with input from CWS. City Attorney Ramis said the only way to get more information for this process would be to continue the matter, with the concurrence of the applicant and get a waiver from the 180-day time limitation from the applicant, and then have the staff work further on the process.</p> <p>Discussion followed, including advice by City Attorney Ramis that the Council could make a motion to deny the claim, then staff would return with an ordinance reflecting the Council's decision for the Council to consider.</p> <p>Motion by Councilor Harding, seconded by Councilor Sherwood, to deny the claim.</p>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<div>▪ They would like to build up to a six-plex and have the same privileges they had when they bought the property.</div> <div>He advised his architect was available to answer any technical questions.</div> <div>Mayor Dirksen asked City Council if there were any questions.</div> <div>Councilor Buehner asked if Mr. Davis had done an analysis of the FEMA 100-year floodplain. Mr. Davis said yes. She asked if any of this property was within the 100 year flood plain. Mr. Davis confirmed some of the property was within this flood plain and acknowledged that they would need to deal with that according with the FEMA plans. In 1979 Mr. Davis received a permit from FEMA; he said he has those drawings when the Ash Creek Condominiums were built (60 units). He noted this one lot was not built, which they planned to develop later. The 100-year floodplain was delineated for this lot. Councilor Buehner asked Mr. Davis if he was aware that this floodplain was recently amended. Mr. Davis said, no. But, he said since the property was developed in 1979 and there have been two “more than” 100-year floods and none of the condominiums “got wet.” The 100-year floodplain, as FEMA had it delineated originally, said Mr. Davis, is the true 100-year floodplain. In response to a question from Councilor Buehner, Mr. Davis said he had not applied for a permit from Clean Water Services. He said he did what was necessary to file the Measure 37 claim. Mr. Davis said he believed he had filed a claim with the State.</div> <div>In response to a question from Councilor Woodruff, Mr. Davis confirmed he bought a large parcel of land a number of years ago, developed part of it and saved a parcel, which he planned to build on later. The reason he did not do it initially, was because they could not afford it.</div> <div>Councilor Woodruff asked Mr. Davis what his plans had been prior to the arrival of Measure 37. Mr. Davis said he always thought somehow this could</div>	<div>The motion was approved by a majority vote of Council present.</div> <div>Mayor Dirksen Yes Councilor Buehner No Councilor Harding Yes Councilor Sherwood Yes Councilor Woodruff Yes</div> <div>The staff will return with an ordinance for the City Council’s consideration on May 22, 2007 on this matter.</div>

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>be developed. He noted they tried to develop earlier, but there were too many obstacles because of the wetland issues. He said, "...everyone loves to look at water that belongs to someone else."</p> <p>Additional public testimony:</p> <p>Robert Ruedy testified in favor as a proponent of the Measure 37 claimants to retain all of their land use options available to them at the time of original purchase or moment of initial ownership. The will of the majority of voters have created this property rights law for its most loyal long term citizens and taxpayers and he stated he wished to reflect his full support of its implementation. He suggested that opponents to the Measure 37 claim buy the property at the Measure 37 protected prices and enjoy the property and all it has to offer.</p> <p>Paul Sedoric, of Salem, Oregon testified as the owners' architect. He advised he has only had time to work on the conceptual stage with regard to the best development for this property. He created some drawings and left a copy as an exhibit with the City Recorder. At the time of application, Mr. Davis proposed to do some type of residential development. It looks as if there would be no problem to place six units (condominiums). He described an L-shaped, three-story building. The market would be for "empty nesters" or people who only want a single-level condominium. He noted there would be underground (below grade parking). In reviewing an aerial photograph, there would be little impact to the wetland habitat. There are no plans to place the building right up against the creek. The waiver of requirements, he explained, was really a request for a waiver of the buffer requirements. He noted he had a site plan and a projected floor plan. Because of the location, adjacent to Greenberg Road, they would be looking at a minimum amount of windows on that side of the structure. The building would offer "fantastic views" of the wetlands.</p> <p>City Attorney Ramis asked if there has ever been a wetland delineation done for the property. Mr.</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>Sedoric said “not to my knowledge.” Mr. Sedoric said the map used by the City was probably created for the City by a professional who was paid to develop a general wetland map. City Attorney Ramis asked if the applicant would be developing a wetland analysis for the property? Mr. Sedoric answered that “I think we will have to because even though the procedure is being waived by the City...if approved tonight...we still have Clean Water Services...DSL...and Corps of Army Engineers,” which all have regulations. There would be simultaneous action and review by these other agencies. Mr. Sedoric said it would go back to when the authority was gained over the wetlands. He said that he thought “we might beat DSL out on that and I am pretty sure we beat Clean Water Services out on that date, but I doubt if we beat out the Corps of Army Engineers. He said typically, “they watch out for each other.” He said he was sure the Corps of Army Engineers would look at it more thoroughly if they were aware of regulations in place through Clean Water Services. He said they expect they will have to deal with the various agencies and comply with standards in effect in 1967.</p> <p>Opponents:</p> <p>Brian Wegener testified representing Tualatin Riverkeepers. Mr. Wegener had submitted written testimony to the City Council and Council members confirmed that they had a copy. Measure 37 and Tigard’s rules about Measure 37 say that claims may be denied if the regulation protects public health and safety or if the regulation is required by federal law. Tigard’s Development Code (Sensitive Lands) makes the purpose of the sensitive lands regulations clear: Sensitive lands areas are designated to protect public health, safety, and welfare of the community through regulation of these sensitive lands. The public health and safety conditions for which the Council could deny this waiver exists in the City Code. Further, 18.775 states that the regulations of this Chapter are intended to protect the beneficial uses of water in the Tualatin River Basin in accordance with Clean Water Services Design and Construction Standards adopted in February 2000.</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>He said this language comes from the Federal Clean Water Act. Clean Water Services Design and Construction Standards are conditions of their municipal storm sewer permit issued by the Department of Environmental Quality. Since the City of Tigard operates part of the municipal storm sewer system, Clean Water Services must have the authority to regulate, which is done through an intergovernmental agreement (IGA). Mr. Wegener said the IGA says the City must uphold the Design and Construction Standards; these cannot be waived or it would be a violation of the Clean Water Act subject to penalties. The IGA states that if these penalties are imposed, the City will hold Clean Water Services harmless.</p> <p>Mr. Wegener noted the \$398,150 claim, but it is not supported by a market study or appraisal. Further, there is no wetland delineation, no platting of where the land is. He questioned how the applicant could determine the amount of damage. Mr. Wegener said he thought the Council's time was more valuable than to be spent evaluating incomplete applications. For that reason alone, he said the City's rules say that incomplete applications may be denied. He said the strongest argument against approval of this claims lies with the need to comply with the regulations for a storm water permit. Next, he said the City's Development Code says that the purpose of the Code is to protect the public's health and safety.</p> <p>Mr. Wegener and Councilor Buehner responded, "yes" to a question from Councilor Sherwood regarding regulation language that strictly states denied if public health and safety is affected.</p> <p>Mayor Dirksen called for discussion on this request. He thanked Mr. Wegener for bringing up these issues earlier and noted that the City Attorney has reviewed Mr. Wegener's information.</p> <p>City Attorney Ramis said that another jurisdiction is litigating a very similar case where the city has denied a Measure 37 claim based on the theories Mr. Wegener is offering. On the question of whether or</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>not the claim can be denied on the theory the regulation protects health and safety, the issue is this: Is it sufficient that the ordinance simply says it's a health and safety issue, as many ordinances do. Or, is it necessary to show that because of circumstances for this property there are public health and safety issues. This is ultimately what will be litigated. City Attorney Ramis said that, while this is the correct issue, he could not say that as a matter of law, yet, that the City would be compelled to deny the application. He said he thought it was a matter of judgment by the City Council until there is further guidance from the Court.</p> <p>City Attorney Ramis said that on the question of whether the City Council could deny based upon federal law requirements, at this point it is attenuated insofar as it is a requirement and the City has agreed through an agreement with Clean Water Services to have regulations. City Attorney Ramis said it was not clear to him that the IGA requires the City to deny Measure 37 claims. The Court may say so, but at this point there is no case law. City Attorney Ramis said he would be comfortable defending a Council decision either way. He said he did not think the staff's recommendation was necessarily the incorrect one. He suspected that if the Council concurred with the staff's recommendation, the forum for resolution of this dispute shifts to the State. The applicant clearly recognizes that they need to go to other jurisdictions to get waivers. City Attorney Ramis said he thought it had become clear tonight that would include Clean Water Services; they have already filed with the state, and without doubt, the Corps of Engineers would have an interest in this property. City of Tigard is not the only jurisdiction that "will have a hand in this."</p> <p>Mr. Wegener said the Corps of Engineers and the Department of State Lands regulate the wetlands. He said the City's storm water permit, which is part of the Design and Construction Standards, includes those buffers; however, they are also in the Community Development Code, 18.775.090.</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>Dan Tanner, noted his concerns about this development with the possibility of six units “crammed on this tiny...piece of property.” He said he and others have concerns that this development would change the appearance of their entryway. Now, they have a “nice, open entry...when you have this totally different building up front, it will change it dramatically.” He asked about impacts to parking lot resources. Mr. Tanner said he did not see anything in the way of a plan. He said he bought his property with a nice, open lot and he realized later on that it was not part of Ash Creek Park, but it was owned by the Davis’s. He said he hoped there was some concern for the owners who have bought land “with things being as they are.”</p> <p>Sue Beilke submitted written testimony for the record, which is on file in the City Recorder’s office. She agreed with Mr. Wegener’s comments. She reiterated that the applicant seeks to avoid wetland regulations, “...but we citizens of Tigard rely on City regulations” to help protect our streams, our corridors, buffers, water quality, flooding – the health and safety of all the citizens. She said she does not the City to provide a waiver and pass this onto a higher body, such as the state, to rule on this. She asked the Council to rule on this matter tonight as it is really important. Ms. Beilke said Measure 37 was passed by the majority of voters; however, she said she thought there was a general consensus that this measure would allow property owners to develop in cases where they had been denied that ability. She said this landowner does have the ability to develop. She asked that the waiver be denied so the existing streams and buffers are protected. She said she was referring to 18.775, of the Tigard Development Code, which addresses Ash Creek and the wetlands. The Code language also provides for a 50-foot vegetative corridor. The purpose of the Tigard Development Code is to maintain the integrity of the rivers, streams and creeks in Tigard by minimizing erosion, promoting bank stability, maintaining and enhancing water quality. She said she thinks that these would all be things that the owner wants to do so no one would move in and be flooded or have the bank fall apart as has been</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>experienced on coastal properties and some areas in the state of Washington. There is little of this sensitive land in Tigard and urged the Council consider how development would affect everyone. She noted the property owner would still be able to develop the property, although "it would be a little bit less."</p> <p>Applicant Rebuttal:</p> <p>Mr. Davis said that well over a million voters in Oregon voted for Measure 37. Not even .8 of 1 percent of the land in Oregon is impacted by Measure 37. He said this property is only .41 acres and a good deal of this in the 100-year flood plain that is not available to develop. Mr. Davis said he does have a 100-year flood plain delineation. Everyone, including him, wants open land from someone else's property. The fact is, "this is our lot and we have a right to build on it, I believe."</p> <p>Mr. Sedoric said that they would be regulated as far as water quality and storm water runoff. All of these are important issues and they have an equal amount of concern as do the citizens for the water quality of Ash Creek. The development would be designed to meet standards by Clean Water Services and meets runoff requirements. There are opportunities for a more urban development.</p> <p>Councilor Sherwood asked if it is the applicant's plan to meet all of Clean Water Services regulations, then why is the Council being asked to waive the City's regulations? Mr. Sedoric qualified that he only recently became involved in this project, but it appears that because of regulations, there is no buildable site left in the area. He said most codes allow that at least one unit be allowed on each site and, therefore, there is a substantial amount of financial loss (one unit vs. six). He said staff might be able to answer questions about regulations better than he can.</p> <p>Councilor Sherwood asked how many units are allowed to be built on the site. Planning Manager Bewersdorff said staff does not know at this time;</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>the project would go through the site development review process. Density calculations must be reviewed and, based on what the Code allows, the applicant will be allowed to build a certain number of units. He said the staff's recommendation for the waiver would avoid potential litigation and associated costs of litigation. CWS, Corps of Engineers, and DSL requirements would "come into play." These are very similar requirements adopted in 1984. All of the City's subdivisions and developments were required to go through those review processes if wetlands were involved.</p> <p>Planning Manager Bewersdorff confirmed Mayor Dirksen's statement that if the City waives its regulations, there is no loss in regulations because of other agencies' regulations that are in place.</p> <p>Councilor Woodruff asked what is buildable or developable on this property without any kind of waiver. Planning Manager Bewersdorff said that until there is a site plan and wetland delineation, staff will not know the answer to this question. Planning Manager Bewersdorff said based on the area there are ways to develop parts of the property.</p> <p>Councilor Buehner said it was her understanding that the City adopted CWS standards with regard to wetlands and buffers. Planning Manager Bewersdorff confirmed this understanding and added that there are additional regulations that apply through the Safe Harbor Act (state regulations). Councilor Buehner said that if we waive our code, then we are not waiving anything that they would not need to address because of other jurisdictions' regulations. Planning Manager Bewersdorff said that is correct.</p> <p>City Attorney Ramis asked staff if the site is developed, does the applicant need to go to DEQ to get a discharge permit. Planning Manager Bewersdorff said such a permit would be needed depending on the number of units and parking lot requirements. They will also need to deal with storm drainage, and sewer and water system requirements along with evidence that they meet</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>traffic requirements.</p> <p>Mayor Dirksen said it was his understanding there was an option available to the City to reach an agreement with the applicant to continue this process until they do development review and submit plans. Then, the City Council could evaluate what Measure 37 claim may exist or attempt to mitigate. Perhaps the best thing to do is to continue this hearing until additional information is submitted by the applicant. City Attorney Ramis confirmed that the City Council does have this option if the applicant agrees to continue the proceeding to allow further review of the project. The City could also enter into a settlement agreement if it wished to do so. Mayor Dirksen asked if this was something the applicant would consider.</p> <p>Mr. Davis said he was here to do “whatever you guys tell me.” He said he would like for this to be as simple as possible to avoid additional meetings. Mayor Dirksen said he was fairly certain staff would recommend the course of action to avoid litigation and complications. But, as a Council they need to look at what is the fairest and best. Planning Manager Bewersdorff said staff has some concern as they were reacting to the claim that was submitted. When this goes through the development review process, there could be a potential for another claim.</p> <p>In response to a question from Councilor Woodruff, Mayor Dirksen advised he is suggesting that the Council continue this claim and ask the applicant to move forward with a development application so there would be information to review and determine what the impacts would be and determine if there is possibility for a settlement agreement, which might include a partial waiver as opposed to a “blanket waiver.”</p> <p>Councilor Sherwood said she agrees with the staff recommendation. She would prefer not “dragging this out for months” and then have more claims filed.</p> <p>Councilor Harding noted her dismay at what this is</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>costing the City even for this review. She said she was not anti-Measure 37 as it has its merits, but she said there was a need to consider what was the intent of the voters. She said she was disappointed in this claim noting the property has been there for 40 years and the applicant has waited until the very end to make a claim. She referred to the circumstance where regulations imposed by the Army Corps of Engineers made it too costly for the City to make improvements to Greenburg Road. With regard to the applicant's testimony concerning the desirability of property along waterways, she noted that Fanno Creek and Tualatin River have been cleaned up in recent years, which has been better for the community. She noted the property is assessed at \$1800 and a yearly tax bill of \$25.</p> <p>Councilor Woodruff said he was sympathetic to the Davis's in that in some way he thinks this represents the type of situation, which led to the passage of Measure 37. However, it sounds as if this will not be developable because of CWS regulations and approval of the waiver might appear as if the City was just "passing the buck" to another agency. He said Tigard could decide to "take the heat" and become the first jurisdiction to say no to this request. Councilor Woodruff commented on the Measure 37 claims that have come before the Council, which have been approved if it appears to fit the intent of the Measure 37 law. However, he said he did not think it was the City's intention to "roll over" on every application that comes forward if there are other mitigating circumstances and to consider the benefit of the entire community.</p> <p>Councilor Sherwood commented that the reason why the existing condominiums haven't been flooded is because there are wetlands and a buffer there to protect them. She referred to her recent visit to New Orleans where she saw what has happened because all of the wetlands had been dried up and used for development. She came back with a new outlook and appreciation for the function of wetlands. She said she questions whether this case falls under what the intent was for Measure 37 because of the risk to public health and safety to our</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>community.</p> <p>Councilor Buehner said she, as a real estate lawyer, works with a lot of clients who own property who deal with wetland and buffer issues and work with CWS and the state. Whatever the City Council does would be irrelevant because of the standing regulations of other agencies. She expressed her personal dislike of what the applicant was planning to do on the property; however, she is elected to do what is in the best interests of the City. She said she did not think the applicant, in the end, will be able to develop very much. She said she was very hesitant to have the City take on potential liability when all they would be doing is implementing regulations that other jurisdictions have asked the City to implement.</p> <p>Mr. Davis responded to the Mayor's question about whether the applicant would consider continuing the application. He said he would like to continue this process, do more work to determine more answers.</p> <p>Staff recommendation: Planning Manager Bewersdorff said the staff recommendation is that the waiver be granted.</p> <p>Councilor Sherwood commented on testimony (Mr. Tanner) about how this affects people living in the condominiums. These issues cannot be addressed by the City Council. The Measure 37 claim has to do with waiving regulations only – not how it would affect the view from another property.</p> <p>Mayor Dirksen also spoke to Mr. Tanner's concerns. He said the only thing being considered tonight was whether to waive the wetland requirements. If the developer wants to develop additional areas of the property, he would still need to meet all other development codes; i.e., parking, setbacks, etc.</p> <p>Mayor Dirksen noted his interest in what was said by Mr. Wegener with regard to public health and safety and also to the City Attorney's insight on this matter. City Attorney Ramis confirmed that Measure 37 gives specific allowance to waive</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>regulations that have impact on the value of property. In a situation where a City concludes that it might be facing financial risk for not granting the application, it can then waive.</p> <p>Mayor Dirksen commented that it might seem desirable to take the brave course and deny the claim and risk litigation, and risk other people's money. However, the money that would be at risk would be the money of the citizens of the City of Tigard. Therefore, it behooves the City Council to not necessarily make the most courageous choice, but to make the prudent choice. If he were to vote in favor it would be because he would be comforted in knowing there would be other agencies that would have to consider this claim. He said he did not hear anything tonight that would give the Council the allowance to deny the claim based on Measure 37. But, he did not think this was the type of situation for which Measure 37 was intended. Mayor Dirksen said he thinks even the Measure 37 proponents would agree that there have been unforeseen consequences as a result of the passage of Measure 37. Measure 37 was written, and the spirit of the law, was to deal with issues where zoning and comprehensive planning have changed the allowable uses of properties. Because of the way the measure was written, environmental regulations or changes in codes for regulations on items such as streets and sidewalks, also fall under the Measure's effect.</p> <p>Mayor Dirksen noted that Measure 37 claims made after December 4, 2006, will have different requirements in that there must have been a development application and a code requirement must be cited. The decision on this claim will not set a precedent as claims made after December 4 will be dealt with differently.</p> <p>Councilor Buehner said she was sympathetic to the testimony from the Tualatin Riverkeepers and she believes they are correct. The City of Tigard does not have the authority to waive CWS regulations. Councilor Buehner said this should be sent to Clean Water Services to let them review and she said she</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)										
	<p>was fairly certain that CWS would deny this application.</p> <p>Councilor Woodruff said he hoped the applicants would talk to staff to determine if there was some way for them to get a return on their investment without having to go through this process and create animosity in the community.</p> <p>Mayor Dirksen closed the public hearing.</p> <p>The City Council considered Ordinance No. 07-08:</p> <p>AN ORDINANCE ADOPTING FINDINGS TO GRANT A BALLOT MEASURE 37 WAIVER OF THE TIGARD DEVELOPMENT CODE WETLAND REGULATIONS FOR THE .41 ACRE SITE ON GREENBURG ROAD, SOUTH OF HIGHWAY 217 (WCTM 1S135CA, TAX LOT 02800) SUBJECT TO APPLYING FOR AND RECEIVING SITE DEVELOPMENT REVIEW APPROVAL (M372006-00007)</p>											
8. Measure 37 Claim Hearing (Quasi-Judicial) – Robert E. Ruedy (M372006-00006	<p>Mayor Dirksen opened the public hearing.</p> <p>City Attorney Ramis noted the procedures as reviewed for the previous hearing apply to this hearing. Everyone present in the Council chambers had been present when Mr. Ramis reviewed the procedures for the previous hearing.</p> <p>Associate Planner Pagenstecher presented the staff report. Robert E. Ruedy is seeking compensation and/or waiver of the current land use regulations and Comprehensive Plan policies that are more restrictive than those in place at the time the subject 1.14-acre property was acquired. The property, located south of SW McDonald Street and east of SW 100th Avenue, was acquired by the claimant on December 7, 1992.</p> <p>In response to a question from Mayor Dirksen about restrictions imposed by the Code, Associate Planner Pagenstecher reviewed the key points of the applicant's request.</p>	<p>Motion by Councilor Buehner, seconded by Councilor Woodruff, to adopt Ordinance No. 07-09.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <table><tr><td>Mayor Dirksen</td><td>Yes</td></tr><tr><td>Councilor Buehner</td><td>Yes</td></tr><tr><td>Councilor Harding</td><td>Yes</td></tr><tr><td>Councilor Sherwood</td><td>Yes</td></tr><tr><td>Councilor Woodruff</td><td>Yes</td></tr></table>	Mayor Dirksen	Yes	Councilor Buehner	Yes	Councilor Harding	Yes	Councilor Sherwood	Yes	Councilor Woodruff	Yes
Mayor Dirksen	Yes											
Councilor Buehner	Yes											
Councilor Harding	Yes											
Councilor Sherwood	Yes											
Councilor Woodruff	Yes											

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>Public Testimony:</p> <p>Applicant Robert Ruedy testified noting that the purpose of filing the claim came about when he tried to find out what had changed in the code since he purchase the property and was not able to get a "concrete definition." He said it looks as if he could place 6 or even 8 units on this 1.4 acre property, but could not build 12 units. In response to a question from Councilor Woodruff about the scope of Mr. Ruedy's claim, Mr. Ruedy explained that he wanted to keep his options open and that he is not sure what he wants to do the property. Council Buehner and Mr. Ruedy discussed how access could be provided.</p> <p>Proponents:</p> <p>Eugene Davis spoke in favor for approval of Mr. Ruedy's request. He noted the voters have said what they wanted to have happen.</p> <p>Opponents:</p> <p>Sue Beilke noted her concerns with this and other applications and referred to the protection of the public's health and safety. Her issues with this proposal included how the units would be accessed, addressing fire codes, and if the property would need to be filled to develop.</p> <p>Mayor Dirksen acknowledged that parking would be an issue for this development. However, if the City was to waive the Code requirements now in place and the requirements in 1992 were applied, the plot plan would have to be reviewed by the Tualatin Valley Fire & Rescue (TVF&R) for safety requirements. City Attorney Ramis confirmed that the City does not have the authority to waive TVF&R regulations. Mayor Dirksen added it was questionable whether the parking requirements would be less restrictive in 1992 than the requirements now in place. City Attorney Ramis confirmed that it is permissible to submit information to the City Council at the public</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	<p>hearing.</p> <p>Rebuttal:</p> <p>Robert Ruedy requested the City Council honor the will of the voters regarding Measure 37.</p> <p>Staff Recommendation: Associate Planner Pagenstecher advised that staff recommends the City Council grant the Ballot Measure 37 waiver.</p> <p>Mayor Dirksen advised he would support the waiver as recommended and said the claimant would still need to meet health and safety requirements.</p> <p>Mayor Dirksen closed the public hearing.</p> <p>Councilor Woodruff noted this represents a different circumstance from the Measure 37 claim heard earlier this evening (E&V Development Company) and noted the regulations were more restrictive in 1992; however, stricter regulations do not necessarily mean there is a reduction in property value. Councilor Sherwood commented she would support the request for a waiver since the 1992 code was stricter.</p> <p>The City Council considered the proposed ordinance:</p> <p>ORDINANCE NO. 07-09</p> <p>AN ORDINANCE ADOPTING FINDINGS TO GRANT A BALLOT MEASURE 37 WAIVER OF THE TIGARD DEVELOPMENT CODE AND COMPREHENSIVE PLAN POLICIES THAT ARE MORE RESTRICTIVE THAN THOSE IN PLACE ON DECEMBER 7, 1992 WHEN THE 1.14 ACRES LOCATED SOUTH OF MCDONALD STREET AND EAST OF SW 100TH AVENUE (WCTM2S111BB, TAX LOT 00500) WAS PURCHASED BY ROBERT E. RUEDY, AND TO ALLOW DEVELOPMENT UNDER THE TIGARD DEVELOPMENT CODE IN PLACE AT THAT TIME, SUBJECT TO APPLYING FOR AND RECEIVING SITE</p>	

Agenda Item	Discussion & Comments	Action Items (follow up)
	DEVELOPMENT REVIEW APPROVAL (M372006-00006)	
9. First Quarter City Council Goal Update	Due to the lateness of the hour, City Council decided not to hear the update. City Manager Prosser advised the status of the 2007 Council goals are posted on the City's website.	
Adjournment	The meeting adjourned at 10:14 p.m.	<p>Motion by Councilor Sherwood, seconded by Councilor Woodruff, to adjourn the meeting.</p> <p>The motion was approved by a unanimous vote of Council present.</p> <p>Mayor Dirksen Yes Councilor Buehner Yes Councilor Harding Yes Councilor Sherwood Yes Councilor Woodruff Yes</p>

Attest:

Catherine Wheatley, City Recorder

Mayor, City of Tigard

Date: _____

AGENDA ITEM # _____
FOR AGENDA OF 6/26.07

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Amendment to Affordable Housing Fee Assistance Program

PREPARED BY: Duane Roberts DEPT HEAD OK TC CITY MGR OK cl

ISSUE BEFORE THE COUNCIL

Should Council amend the guidelines for the award of affordable housing fee assistance funds by adding a provision that any funds not allocated during a budget year will be donated to the Community Housing Fund of Washington County?

STAFF RECOMMENDATION

Staff recommends Council implement whatever decision it reached regarding this matter at its week-ago, June 19, 2007, meeting.

INFORMATION SUMMARY

This is a follow-up to a discussion held at the June 19, 2007, workshop meeting where Council was presented with options for amending the Affordable Housing Fee Assistance Program guidelines. These options included:

1. Any funds not allocated during a funding year will be donated to the Community Housing Fund of Washington County.
2. Any funds not allocated during a funding year will be donated to the Community Housing Fund of Washington County under the condition that any such (City-contributed) dollars will be reserved for projects located inside Tigard.
3. Do not amend the program guidelines.

Should Council decide on June 19th to amend the fee assistance program, a staff-prepared resolution implementing this decision will be placed in Council's June 22nd newsletter. Should Council decide against changing the program, no action at the June 26th meeting will be necessary.

OTHER ALTERNATIVES CONSIDERED

NA

COUNCIL GOALS AND TIGARD BEYOND TOMORROW VISION STATEMENT

The agenda item does not appear to address a Council 2007 goal, but does address a Council-adopted program.

ATTACHMENT LIST

NA

FISCAL NOTES

The City annually sets aside \$10,000 in the Events and Social Services Fund to help reduce fees and charges on affordable housing development. The present proposal would not increase that amount, but instead would direct that any funds not allocated during a budget year would be contributed to the Community Housing Fund of Washington County.

i:\rpln\council materials\6-26-07 affordable housing amendments

Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Building Valuation Data Table

Prepared By: Brian Blalock

Dept Head Approval: TC

City Mgr Approval: CL

ISSUE BEFORE THE COUNCIL

Shall City Council approve a resolution requiring the use of a state adopted table to calculate building permit fees.

STAFF RECOMMENDATION

Adopt new resolution regarding building permit fee calculation.

KEY FACTS AND INFORMATION SUMMARY

A new Oregon Administrative Rule requires building divisions in the tri-county region to use a specific valuation table to calculate building permit fees. The previous City of Tigard resolution regarding fee calculation, required the use of a similar table. The new rule only changes the name of the organization producing the table.

OTHER ALTERNATIVES CONSIDERED

NA.

CITY COUNCIL GOALS

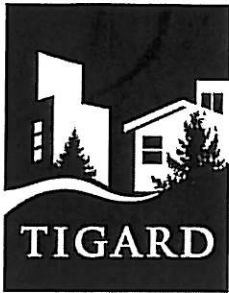
NA

ATTACHMENT LIST

1. Memo to Council
2. Proposed Resolution
3. Existing Resolution
4. Building Valuation Data Table.

FISCAL NOTES

No cost to the city



MEMORANDUM

TO: Mayor and City Council

FROM: Brian Blalock, Building Official

RE: Building Valuation Data Table

DATE: June 8, 2007

The purpose of this memo is to present background information on new legislation and provide a basic understanding of the use of the Building Valuation Data Table.

Background:

For the purposes of determining the building permit fees for the construction of new buildings and additions, Oregon Administrative Rules (OAR) 918-050-100 and 918-050-110 require the City to use the most current version of a nationally published Building Valuation Data Table (Data Table). The Data Table assigns a per square foot value to buildings to determine a total valuation for the new building. The total valuation is applied to City of Tigard's Fees and Charges Schedule to determine the permit fee for the new building or addition.

The previous Data Table was published by the International Council of Building Officials (ICBO). The organization has since changed its name to the International Code Council (ICC). The Data Table is published twice a year and includes increases which reflect rising cost of construction and the end product value. The increases in the Data Table are small percentages and the Home Builders Association has been informed and agreed to the gradual increases with the understanding that the Building Official would monitor and adjust fees if the increases were excessive.

Staff recommends adoption of the proposed resolution to use the most current Building Valuation Data Table. The Building Official will monitor fees to assure that increases to the Data Table are not higher than would be consistent with Council policies related to cost recovery and reserve fund balances.

Attached is a copy of the Notice of Permanent Rules that are effective July 1, 2007.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-____

A RESOLUTION MODIFYING EXISTING FEE CALCULATION FOR BUILDING PERMITS

WHEREAS, past legislation created the Tri-County Building Services Industry Board; and

WHEREAS, Oregon Administrative Rules 918-050-100 and 918-050-110 require municipalities in Washington, Clackamas, and Multnomah counties to use the same methods to calculate building permit fees; and

WHEREAS, the new rules require commercial and residential building permits in the tri-county region to be calculated using the most current ICC Building Valuation Data Table; and

WHEREAS, the fees and charges schedule has been modified to support the fee increase approved in the 07-08 budget based on the most current Valuation Data Table; and

WHEREAS, the new rules go into effect July 1, 2007.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The most current State adopted ICC Building Valuation Data Table be used to calculate permit fees.

SECTION 2: This resolution is effective July 1, 2007.

PASSED: This _____ day of _____ 2007.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

CITY OF TIGARD, OREGON

RESOLUTION NO. 00- 61A RESOLUTION MODIFYING EXISTING FEE CALCULATION METHODOLOGY FOR BUILDING PERMITS AND COMMERCIAL MECHANICAL PERMITS

WHEREAS, the past Legislative Session introduced Senate Bill 512 that created the Tri-County Building Services Industry Board; and

WHEREAS, the board developed rules to standardize processes throughout jurisdictions in Washington, Clackamas, and Multnomah counties; and

WHEREAS, the board standardized the methodology jurisdictions use to calculate permit fees; and

WHEREAS, the SB 512 rule states that these changes shall be fee neutral; and

WHEREAS, the new rule states that building permits shall be calculated using the most current ICBO Building Valuation Data report without the Oregon modifier; and

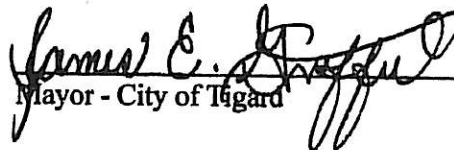
WHEREAS, the commercial mechanical permit fees must be determined based on the valuation of work to be performed rather than by appliance based; and

WHEREAS, the Building Division has modified both the building and mechanical fee schedules to conform to the new rules of Senate Bill 512; and

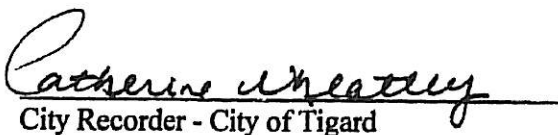
WHEREAS, the rules go into effect on October 1, 2000,

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that the building permit fee schedule, attached hereto as Exhibit A, and the commercial mechanical permit fee schedule, attached hereto as Exhibit B and Exhibit C, are approved and become effective October 1, 2000.

PASSED: This 26th day of September 2000.


Mayor - City of Tigard

ATTEST:


City Recorder - City of Tigard

Building Codes Division

*Working with Oregonians
to ensure safe building
construction while
supporting a positive
business climate.*

Notice of Permanent Rules

July 1, 2007

**Tri-county structural permit fee
methodology**

Purpose of the rules:

These rules enable the tri-county region to use the current International Code Council (ICC) building valuation data table to calculate structural permit fees for new construction and additions in the region.

Effective date:

July 1, 2007.

Citations:

Amending OAR 918-050-0100 and 918-050-0110.

Contact:

If you have questions or need further information, please contact Joanie Stevens-Schwenger, Tri-County Services Manager, at joanie.m.stevens-schwenger@state.or.us or by telephone at 503-373-1313.



918-050-0100**Tri-County Regional Fee Methodology for Residential Permits**

All municipalities in the Tri-county region shall use the following methodologies consistent with the terminology of the state building code to calculate permit fees for residential construction.

(1) Plumbing permit fees for new construction include one kitchen and are based on the number of bathrooms, from one to three, on a graduated scale. An additional set fee shall be assessed for each additional bath or kitchen.

(a) An additional fee shall not be charged for the first 100 feet of water and sewer lines, hose bibbs, icemakers, underfloor low-point drains and rain drain packages that include the piping, gutters, downspouts and perimeter system.

(b) Fee does not include:

(A) Any storm water retention/detention facility;

(B) Irrigation and fire suppression systems; or

(C) Additional water, sewer and service piping or private storm drainage systems exceeding the first 100 feet.

(c) Additions, alterations and repairs shall be calculated based on the number of fixtures, appurtenances and piping with a set minimum fee.

(2) All mechanical permit fees shall be calculated per appliance and related equipment with a set minimum fee.

(3) Effective July 1, 2007, structural permit fees for new construction and additions shall be calculated using the most current ICC Building Valuation Data Table, multiplied by the square footage of the dwelling to determine the valuation. The valuation shall then be applied to the jurisdiction's fee schedule to determine the permit fee. The plan review fee shall be based on a predetermined percentage of the permit fee as set by the local jurisdiction.

(a) The square footage of a dwelling, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level. The square footage of carports, covered porches or patios and decks shall be calculated separately at fifty percent of the value of private garages from the most current ICC Building Valuation Data Table.

(b) Permit fees for remodels and alterations shall be calculated using the valuation determined by the fair market value as determined by the building official, and applied to the jurisdiction's fee table.

(4) Additional local administrative fees or other local fees shall not be added to the cost of the building permit, except those administrative fees adopted by a municipality for plan reviews performed by licensed plan reviewers accepted pursuant to ORS 455.465.

Stat. Auth.: ORS 455.046 & 455.048

Stats. Implemented: ORS 455.046 & 455.048

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-

2005, f. 12-30-05, cert. ef. 1-1-06; BCD 4-2007, f. 5-11-07, cert. ef. 7-1-07

918-050-0110**Tri-County Regional Fee Methodology for Commercial Permits**

All municipalities in the Tri-county region shall use the following methodologies consistent with the terminology of the state building code to calculate permit fees for commercial structures.

(1) Plumbing permit fees shall be calculated based on the number of fixtures and footage of piping with a set minimum fee. The plan review fee shall be calculated separately based on a predetermined percent of the permit fee as set by the local jurisdiction.

(2) Mechanical permit fees shall be determined based on the value of the mechanical equipment and installation costs and applied to the jurisdiction's fee schedule with a set minimum fee. The plan review fee shall be based on a predetermined percentage of the permit fee as set by the local jurisdiction.

(3) Effective July 1, 2007, structural permit fees shall be calculated using the most current ICC Building Valuation Data Table, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure to determine the valuation, or value as stated by the applicant, whichever is greater, to determine the valuation. The valuation shall then be applied to the jurisdiction's fee schedule to determine the permit fee, with a set minimum fee. When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant. The plan review fee shall be based on a predetermined percentage of the permit fee as set by the local jurisdiction.

(4) Additional local administrative fees or other local fees shall not be added to the cost of the building permit.

Stat. Auth.: ORS 455.046 & 455.048

Stats. Implemented: ORS 455.046 & 455.048

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 4-2007, f. 5-11-07, cert. ef. 7-1-07

Building Valuation Data

Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period

(1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).

- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from site and foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c, d}

Group	(2006 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	190.99	184.82	180.21	172.74	160.21	159.43	167.13	148.15	142.63
	Assembly, theaters, without stage	176.23	170.05	165.44	157.97	145.44	144.66	152.37	133.39	127.86
A-2	Assembly, nightclubs	147.10	142.97	139.34	133.91	124.28	124.03	129.21	114.30	110.46
A-2	Assembly, restaurants, bars, banquet halls	146.10	141.97	137.34	132.91	122.28	123.03	128.21	112.30	109.46
A-3	Assembly, churches	176.78	170.61	165.99	158.53	145.96	145.18	152.92	133.90	128.38
A-3	Assembly, general, community halls, libraries, museums	150.51	144.34	138.73	132.26	118.68	118.90	126.65	106.63	102.10
A-4	Assembly, arenas	175.23	169.05	163.44	156.97	143.44	143.66	151.37	131.39	126.86
B	Business	152.75	147.34	142.69	136.02	121.77	120.96	130.77	108.80	104.41
E	Educational	162.06	156.56	152.07	145.29	134.07	130.89	140.53	119.73	115.17
F-1	Factory and industrial, moderate hazard	90.96	86.79	82.13	79.44	68.74	69.66	76.24	58.56	55.46
F-2	Factory and industrial, low hazard	89.96	85.79	82.13	78.44	68.74	68.66	75.24	58.56	54.46
H-1	High Hazard, explosives	85.25	81.08	77.42	73.73	64.21	64.13	70.53	54.03	N.P.
H234	High Hazard	85.25	81.08	77.42	73.73	64.21	64.13	70.53	54.03	49.93
H-5	HPM	152.75	147.34	142.69	136.02	121.77	120.96	130.77	108.80	104.41
I-1	Institutional, supervised environment	150.33	145.20	141.34	135.63	124.49	124.44	134.70	114.51	109.96
I-2	Institutional, hospitals	253.93	248.52	243.87	237.20	222.34	N.P.	231.95	209.39	N.P.
I-2	Institutional, nursing homes	177.55	172.14	167.49	160.82	147.00	N.P.	155.58	134.05	N.P.
I-3	Institutional, restrained	173.39	167.98	163.32	156.66	143.67	141.88	151.41	130.72	124.33
I-4	Institutional, day care facilities	150.33	145.20	141.34	135.63	124.49	124.44	134.70	114.51	109.96
M	Mercantile	109.31	105.19	100.56	96.13	86.08	86.83	91.43	76.10	73.26
R-1	Residential, hotels	150.84	145.71	141.85	136.14	125.10	125.05	135.31	115.12	110.57
R-2	Residential, multiple family	126.43	121.30	117.44	111.73	100.81	100.77	111.02	90.83	86.28
R-3	Residential, one- and two-family	119.76	116.47	113.63	110.52	105.39	105.13	108.64	99.79	94.06
R-4	Residential, care/assisted living facilities	150.33	145.20	141.34	135.63	124.49	124.44	134.70	114.51	109.96
S-1	Storage, moderate hazard	84.25	80.08	75.42	72.73	62.21	63.13	69.53	52.03	48.93
S-2	Storage, low hazard	83.25	79.08	75.42	71.73	62.21	62.13	68.53	52.03	47.93
U	Utility, miscellaneous	64.30	60.80	57.19	54.31	47.22	47.22	50.70	38.76	36.91

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = \$15.00 per sq. ft.

c. For shell only buildings deduct 20 percent.

d. N.P. = not permitted

Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Appointment of Karen Levear to the Tigard Library Board

Prepared By: Margaret Barnes

Dept Head Approval:

MB by cw

City Mgr Approval:

CP

ISSUE BEFORE THE COUNCIL

Approval and appointment of Karen Levear to the Tigard Library Board to serve a four-year term beginning July 1, 2007 through June 30, 2011

STAFF RECOMMENDATION

Act on the Mayor's Appointments Advisory Committee's recommended appointment to the Library Board

KEY FACTS AND INFORMATION SUMMARY

Karen Levear is to be appointed to the Library Board for a four-year term beginning July 1, 2007 and running through June 30, 2011.

OTHER ALTERNATIVES CONSIDERED

None.

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

Biographical information on the proposed appointee and a Resolution.

FISCAL NOTES

None

June 26, 2007
Tigard City Council
Agenda Item Summary attachment
Biographical information:

Karen Levear is a long-time resident of Tigard: over 15 years. She was previously a resident of the Aloha area. Ms. Levear has a B.S. in Business from Oregon State and an MBA from Portland State University. Currently on sabbatical, her prior position was Chief Financial Officer for a financial institution. She was a Tigard Library volunteer; team manager/coach for destination Imagination; One More Time Around Again Marching Band and school volunteer. She writes, "I love libraries!"

CITY OF TIGARD, OREGON
RESOLUTION NO. 07- _____

A RESOLUTION MAKING THE FOLLOWING APPOINTMENT TO THE TIGARD PUBLIC LIBRARY BOARD: KAREN LEVEAR TO A FOUR-YEAR TERM BEGINNING JULY 1, 2007 THROUGH JUNE 30, 2011

WHEREAS, Karen Levear expressed interest in serving on the Tigard Public Library Board; and

WHEREAS, Ms. Levear was interviewed by the Mayor's Appointments Advisory Committee on June 4, 2007.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Karen Levear is hereby appointed to the Tigard Public Library Board for a four-year term effective July 1, 2007 and expiring June 30, 2011.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2007.

Craig Dirksen, Mayor, City of Tigard

ATTEST:

Catherine W. Wheatley, Recorder
City of Tigard

Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Adoption of a new collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199 and authorization for City Manager to sign

Prepared By: Sandy Zodrow, HR Dir. ⁸³ Dept Head Approval: CL City Mgr Approval: CL

ISSUE BEFORE THE COUNCIL

Should the Council approve a new collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199 for the period of July 1, 2007 to June 30, 2010?

STAFF RECOMMENDATION

Adopt the attached Resolution approving a new collective bargaining agreement with SEIU 503/OPEU Local 199 and authorize the City Manager to sign the agreement.

KEY FACTS AND INFORMATION SUMMARY

The terms of this agreement with SEIU/OPEU and the City of Tigard were reviewed with the Tigard City Council at its Executive Session of June 12, 2007. The current collective bargaining agreement will expire June 30, 2007. Major economic highlights of this new agreement include a three (3) year contract expiring in June of 2010; a 3.3% cost of living adjustment effective July 1, 2007 with CPI Index adjustments in the 2nd and 3rd year of the contract of a minimum of 2% and a maximum of 4%; an increased contribution of \$300 per year towards the employee's VEBA (Voluntary Employee Beneficiary Account); a salary range adjustment for the Code Compliance Specialist from Range 212 to Range 215 (affecting 1 position); the City will increase its maximum contribution by 10% of each year of the agreement for health insurance, and the employee will pay the difference between the maximum City contribution and the actual cost of the plan; and the City will designate positions that will be eligible to receive a \$50/month Spanish language premium.

OTHER ALTERNATIVES CONSIDERED

None.

CITY COUNCIL GOALS

Not applicable

ATTACHMENT LIST

None.

FISCAL NOTES

Appropriate funding has been provided for in the FY07-08 budget to cover these costs

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF TIGARD AND SEIU 503/OPEU LOCAL 199 AND
AUTHORIZING THE CITY MANAGER TO SIGN

WHEREAS, the collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199 expires June 30, 2007; and

WHEREAS, a new collective bargaining agreement has been negotiated for the period of July 1, 2007 to June 30, 2010; and

WHEREAS, the City Council reviewed this matter in Executive Session at their June 12, 2007 meeting; and

WHEREAS, the City Council wishes to authorize the City Manager to sign the agreement described above.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The collective bargaining agreement between the City of Tigard and SEIU 503/OPEU Local 199, effective July 1, 2007 through June 30, 2010 is hereby adopted.

SECTION 2: The City Manager is authorized to sign the collective bargaining agreement described herein upon ratification of SEIU 503/OPEU Local 199 and adoption by the City Council.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Adoption of a Cost of Living Adjustment for Management/Supervisory/Confidential Group employees effective July 1, 2007, and the extension of additional health plan options including Regence Blue Cross/Blue Shield Plan I-C/PPP, Willamette Dental and Kaiser Dental effective August 1, 2007

Prepared By: Sandy Zodrow, HR Dir. Dept Head Approval: CP City Mgr Approval: CP

ISSUE BEFORE THE COUNCIL

Should the Council approve a 3.3% cost of living adjustment for the Management/Supervisory/Confidential Group employees effective July 1, 2007, and extend additional health plan options including Regence Blue Cross Blue Shield Plan I-C/PPP, Willamette Dental and Kaiser Dental effective August 1, 2007?

STAFF RECOMMENDATION

Approve the cost of living adjustment and additional health plan option offerings.

KEY FACTS AND INFORMATION SUMMARY

Approximately 93 employees belong to the Management/Supervisory/Confidential Group and are not represented by a collective bargaining agreement. Each fiscal year the City Council considers and makes a determination on a cost of living increase (COLA) for this group of employees. The Tigard Police Officers Association will receive a 3.3% cost of living adjustment effective July 1, 2007 and the SEIU/OPEU bargaining unit will also receive a 3.3% increase on July 1. A cost of living adjustment assists the City in maintaining a competitive market position with regard to its salaries. In prior years, the Council has considered and elected to provide a cost of living adjustment for the Management Group consistent with that given to the SEIU/OPEU bargaining unit.

Additionally, the City wishes to extend some additional health plan options to the current health plan offerings for the Management Group employees in order to provide greater selection for employees with regard to individual health needs and financial resources. These options would be provided at no additional cost to the City. This action is also consistent with the terms of the recent tentative agreement reached between the City and SEIU/OPEU Local 199. This matter was discussed at the Council's June 12th Executive Session.

OTHER ALTERNATIVES CONSIDERED

Not applicable.

CITY COUNCIL GOALS

Not applicable.

ATTACHMENT LIST

None.

FISCAL NOTES

The total cost of this cost of living adjustment has been budgeted for FY07-08.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION TO ADOPT A COST OF LIVING ADJUSTMENT FOR THE MANAGEMENT/SUPERVISORY/CONFIDENTIAL GROUP EMPLOYEES EFFECTIVE JULY 1, 2007, AND THE EXTENSION OF ADDITIONAL HEALTH INSURANCE PLAN OPTIONS EFFECTIVE AUGUST 1, 2007

WHEREAS, the current salary schedule for the Management/Supervisory/Confidential Group employees was last amended for a cost of living adjustment in FY 06-07; and

WHEREAS, the City of Tigard wishes to extend the following additional health plan options effective August 1, 2007 to these employees a) Regence Blue Cross Blue Shield Plan I-C/PPP b) Willamette Dental c) Kaiser Dental; and

WHEREAS, the Management/Supervisory/Confidential Group employees are not represented by a collective bargaining agreement; and

WHEREAS, the Council considered these actions at their June 12, 2007 meeting.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: A 3.3% cost of living adjustment effective July 1, 2007 is approved for the Management/Supervisory/Confidential Group employees

SECTION 2: The following additional health plan options are made available to these employees effective August 1, 2007: a) Regence Blue Cross Blue Shield Plan I-C/PPP b) Willamette Dental, and c) Kaiser Dental.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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Agenda Item #

Meeting Date

June 26, 2007

LOCAL CONTRACT REVIEW BOARD AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title: Award of Contract for Pavement Maintenance under the FY 2007-08 Pavement Major Maintenance Program (PMMP)

Prepared By: Vannie Nguyen

Dept Head Approval: TC

City Mgr Approval: CP

ISSUE BEFORE THE LOCAL CONTRACT REVIEW BOARD

Shall the Local Contract Review Board approve the contract award for Pavement Maintenance under the FY 2007-08 Pavement Major Maintenance Program (PMMP)?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **Morse Brothers dba Knife River** in the amount of **\$562,055.50**. Staff further recommends that the Local Contract Review Board authorize a contract amendment in the amount of **\$175,000.00** to be executed after contract award for additional unit bid item quantities sufficient to perform pavement maintenance on Durham Road. In addition, staff requests approval for \$62,000 to be reserved for contingencies and applied as needed as the project goes through construction. The total amount committed to the project is therefore **\$799,055.50**.

KEY FACTS AND INFORMATION SUMMARY

- Pavement overlay is one of the most effective rehabilitative treatments available to restore pavement exhibiting signs of failure. Before applying a pavement overlay on streets, the contractor will mill along the edges of existing pavement and place geotextile fabric on the surface. The "Dig-out and Repair" technique will also be applied in areas that have serious pavement failure. This involves removing the existing pavement and aggregate base at a depth of six inches and replacing the materials with new asphaltic concrete.
- This project rehabilitates approximately 14,000 lineal feet or 2.6 miles of existing City streets including reconstruction of six speed cushions and replacement of existing striping. This year's program includes the following streets:
 - Summerfield Drive (114th Court to Alderbrook Drive)
 - Greenburg Road (Shady Lane to Tiedeman Ave)
 - Upper Boones Ferry Road (72nd Ave to the I-5 Overcrossing)
 - 108th Ave (Chateau Lane to Durham Road)
 - 88th Ave (Durham Road to Hamlet Street)
 - Durham Road (Serena Court to Hall Blvd). This street is on the list for FY 2007-08 but was not included in the bid documents because the estimate would have substantially exceeded the budgeted amount.
- During the design of the project, contractors indicated that the price of asphaltic concrete would be approximately \$65 a ton. Using the authorized budget of \$800,000 from the Street Maintenance Fee Fund as

the total amount that could be expended for the project, staff prepared a bid schedule that excluded Durham Road from the project list to accommodate the budgeted amount.

- The project was advertised for bids on May 29 and May 31, 2007 in the Daily Journal of Commerce and The Times respectively. Addendum No. 1 was issued on June 7, 2007 to revise the quantities of some bid items and to provide clarification on the grinding detail along existing curbs. Bids were opened on June 12, 2007 at 2:00 pm and the bid results are:

Morse Brothers dba Knife River	Sherwood, OR	\$562,055.50 (low bid)
Brix Paving	Tualatin, OR	\$593,680.35
Kodiak Benge Construction (a)	Tigard, OR	\$599,943.00
Engineer's Estimate Range		\$710,000 to \$865,000

(a) Kodiak Benge Construction submitted a non-responsive bid as it did not acknowledge receipt of the Addendum mandated by the bid document.

- The two lowest bidders submitted bids of \$50 and \$55 per ton to provide approximately 6,100 tons of asphaltic concrete. The staff estimate used \$65 per ton as a basis for the estimate. The less-than-expected unit bid item price has resulted in bid proposals substantially less than the Engineer's estimate.
- Morse Brothers dba Knife River submitted the lowest responsible bid of \$562,055.50. Staff recommends approval of contract award to this lowest bidder.
- Public Contracting Rules (PCR 10.075A) allow contracts to be substantially increased when the original contract was awarded through a formal competitive process, the contract documents include unit prices that can be used as the basis for determining the cost of the additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work. All these conditions are met with the contract to be awarded to Morse Brothers, Inc.

To take advantage of the low unit bid price (\$52.65 per ton) for asphaltic concrete in FY 2006-07, Council authorized a contract amendment to substantially increase the bid item amounts. Durham Road (Highway 99W to Serena Court) was added to that contract. The unit bid item price for asphaltic concrete is even lower at \$50.00 per ton in this bid. The proposed contract amendment would allow for pavement overlay on the remaining segment of Durham Road from Serena Court to Hall Boulevard.

- Staff therefore recommends that Durham Road, which is estimated to cost **\$175,000** for pavement maintenance work, be added to the project through contract change order. Award of a contract of **\$562,055.50** to the contractor based on the bid submitted will leave approximately **\$238,000** available in the project account. This amount is sufficient to add Durham Road (\$175,000) to the project and to reserve a contingency amount of \$62,000 (8.5% of the project cost) for a total project commitment of **\$799,055.50**.
- Upon Council approval of the contract and after a Notice to Proceed has been issued, Morse Brothers dba Knife River will have 90 days to complete the work. The construction is anticipated to start in mid-July and is expected to be completed by the end of October 2007.
- All work performed for Durham Road, Greenburg Road and Upper Boones Ferry Road will be done between 8:00 PM and 5:00 AM to avoid traffic delays during peak hours.

OTHER ALTERNATIVES CONSIDERED

Award the contract of \$562,055.50 and direct staff to prepare a separate bid for Durham Road. Bidding Durham Road separately may not be cost effective as the City would most likely have to pay a higher price for the smaller quantity of asphaltic concrete.

COUNCIL GOALS

"Aggressively pursue funding to correct traffic congestion within the City." Pavement preservation improves traffic flow and tends to reduce traffic congestion.

ATTACHMENT LIST

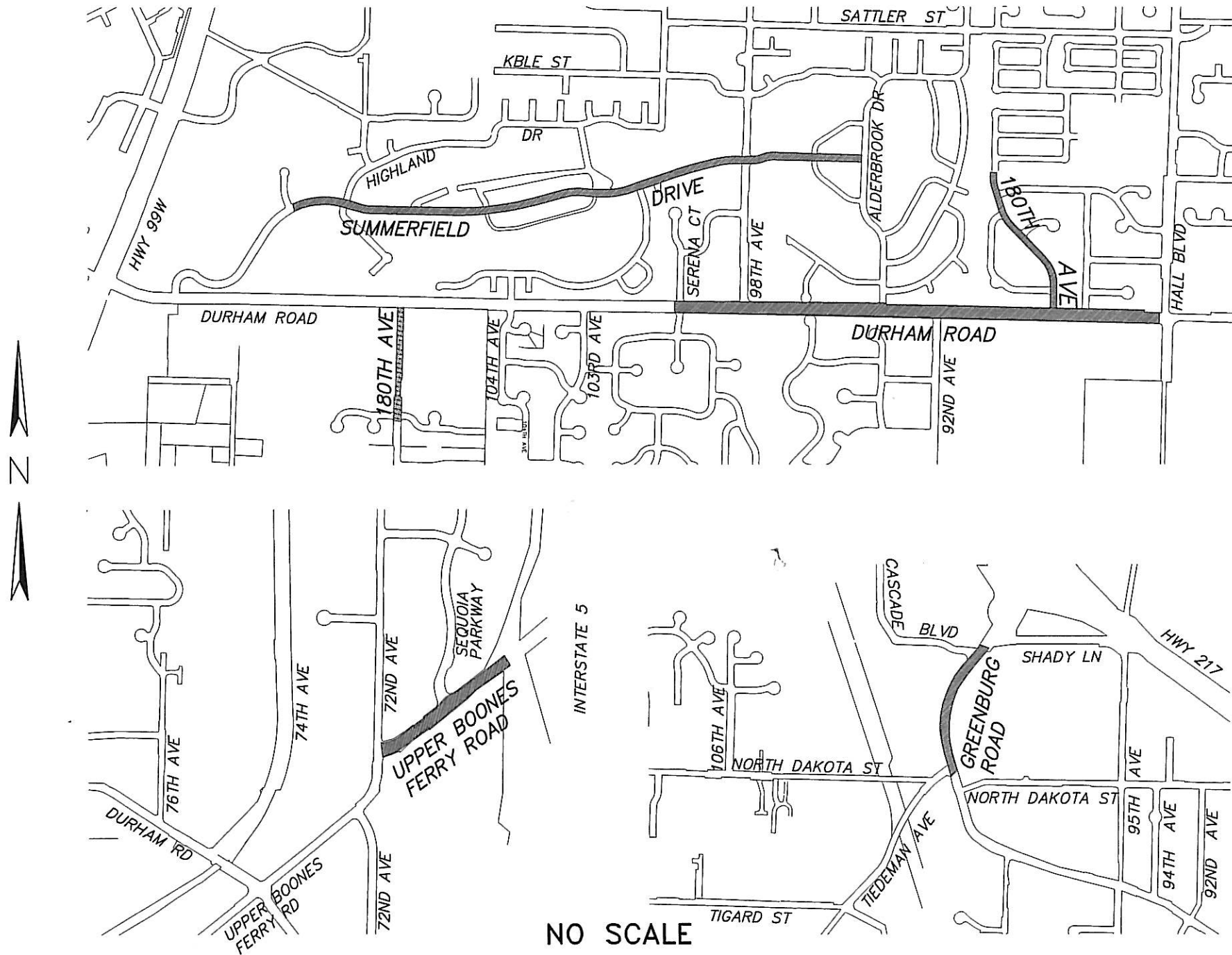
Project location map

FISCAL NOTES

The amounts of \$800,000 and \$150,000 have been included in the FY 2007-08 CIP Street Maintenance Fee Fund and the Gas Tax Fund respectively. The Gas Tax Fund is used to supplement the Street Maintenance Fee Fund to pay for work occurring outside the edges of existing pavement, i.e. widening the shoulder of a street to enhance pedestrian safety while performing the overlay and will be used as needed in support of the pavement maintenance work.

The budgeted amounts are sufficient to award a contract of **\$562,055.50** to **Morse Brothers dba Knife River**, to add additional quantities representing an additional amount of \$175,000 to be used for pavement maintenance on Durham Road, and to provide a contingency amount of \$62,000 for a total project commitment of **\$799,055.50**.

FY 2007-08 PAVEMENT MAJOR MAINTENANCE PROGRAM PAVEMENT OVERLAY



Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Contract for Structural Plans Review Services

Prepared By: Carissa Collins

Dept Head Approval: TC

City Mgr Approval: CR

ISSUE BEFORE THE COUNCIL

Should City Council award a contract for Structural Plans Review Services to Miller Consulting Engineers, Inc.?

STAFF RECOMMENDATION

Approve Miller Consulting Engineers, Inc. as the vendor to provide structural plans review services to the City of Tigard Building Division.

KEY FACTS AND INFORMATION SUMMARY

Over the past four years, the Building Division has seen a dramatic increase in the level of complexity in the construction of buildings in the City of Tigard. Because of this complexity, the Division is in need of outside technical expertise necessary to perform the plans review of these buildings. Staff conducted a formal request for proposals in order to locate a qualified firm that specializes in engineering and structural services. The City received 4 proposals. After a detailed evaluation of the submitted proposals, staff determined that Miller Consulting Engineers, Inc. was the best vendor to provide these services. Miller Consulting Engineers was selected due to their proven knowledge of state and local codes in addition to their reputation for providing structural plans review services in a timely and efficient manner.

OTHER ALTERNATIVES CONSIDERED

N/A

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

None

FISCAL NOTES

The cost to provide these services will not exceed \$60,000 annually and will be funded from the Building Fund which is a dedicated funding source. The Building Division collects a structural plan review fee at the time of permit application. The contract firm is compensated at a rate of 75%. The remainder of this fee goes into the appropriate Building Division revenue fund. There is no additional budgetary funding required.


Agenda Item #
Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/Agenda Title Presentation of Award to "If I Were Mayor" Student Contest Winners

Prepared By: Joanne Bengtson

Dept Head Approval: 

City Mgr Approval: 

ISSUE BEFORE THE COUNCIL

Present awards to winning entries in the Oregon Mayors Association "If I Were Mayor..." student contest.

STAFF RECOMMENDATION

Present gift card to recipients and comment on winning submissions.

KEY FACTS AND INFORMATION SUMMARY

On April 18, 2007, Tigard Mayor Craig Dirksen invited Tigard Middle School, High School and College students to enter the 2007 "If I Were Mayor..." student contest sponsored by the Oregon Mayors Association. Mayor Dirksen and City Council selected one winner in each of three (3) categories:

Middle School Poster:	Christine Laughlin, 6 th grader at Twality Middle School
High School Essay:	Alexander Carsh, 9 th grader at Tigard High School
High School Video:	Brent Mangum, 12 th grader at Tigard High School

The winner in each category received a \$50 gift certificate to the Washington Square mall. Their entry was submitted to the League of Oregon Cities to be eligible for the statewide competition. Three statewide winners will receive lap-top computers. Statewide winners will be selected prior to the Oregon Mayors Association conference in August 2007. Statewide winners will receive their computers at the League of Oregon Cities Annual Conference in Bend, Oregon on September 27-29, 2007.

Statewide recognition will be given to one winning poster, essay and video/PowerPoint and any honorable mentions as determined by the evaluation committee (Oregon Mayors Association Executive Board plus two mayors).

OTHER ALTERNATIVES CONSIDERED

N/A.

CITY COUNCIL GOALS

Council Goal # 5: Increase Tigard's involvement with Washington County, Metro, State, ODOT, Tri-Met and Federal government.

Tigard Beyond Tomorrow -Community Character and Quality of Life – Communication Goal – Citizen involvement opportunities will be maximized by providing educational programs on process, assuring accessibility to information in

a variety of formats, providing opportunities for input on community issues and establishing and maintaining two-way communication.

ATTACHMENT LIST

Winning Poster, Essay and Video for each category

FISCAL NOTES

\$150 for gift cards presented to the winners.

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If I

Were...

Mayor Speech

If I were Mayor, you would not be disappointed. I will make sure that the people are happy with what my plans are.

First off, I would hire professionals to look at our water supply and make sure it's pure and true, so that we drink only healthy water.

Secondly, our deer, raccoons, squirrels, coyotes and all native animals will have clean, wide open spaces to run and play in. They will live in natural areas with clean streams to drink from, to live free from harm.

I will make it so there is less traffic. To do this, I will put more buses and trains on the road. There will also be more bicycle and walking trails so people don't have to drive in their cars to get around all the time. By doing this, there will be less air pollution and healthier, fitter people who breathe Tigard's beautiful fresh air!

The City will protect large trees when building new houses and will encourage new trees to be planted. We will finish our skate park soon so teenagers, kids, and adults will have a fun, safe place to play and exercise together. We won't forget the dogs either! We will build more dog parks where dogs can run free and exercise as well as their owners.

So please elect me, Christine Laughlin, to be your new Mayor, and you will be healthier and happier living in beautiful Tigard!



Alexander Carsh

503-590-4132

If I Were Mayor

If I were Mayor, I would try to do many things to help the community, but three areas I would definitely focus on would be the environmental health of the community, the construction of a community center, and inclusion of every citizen's opinions in making decisions for the city. I believe that those are three very important items of business, and that they should have something done about them.

One of my biggest concerns is environmental health within the community. Too many times, a leader thinks too much about developing land and too little about having some room for parks and forests. I know and appreciate buildings and houses as places for families to live and businesses to run, but I will say that without a little natural space, the air quality worsens, because not as many plants are there to inhale the carbon dioxide and exhale the oxygen we need to survive. Also, many animals forced out of their homes try to live in ours, costing the owner of the property a lot of time, money, and resources. If we have forests and parks, they would not only help our community, but also provide a place for families to go play games and have fun together.

That brings me to another point of focus: planning a community center. I believe that many cities should have a community center where people can go hang out, take specialized classes, and participate in recreational activities. I think it would help not only many families who would like to be able to do things together, but also "problem" children and adults (you're not getting off the hook this time, I know adults cause trouble, too) because it gives them something positive to do with their time instead of vandalizing our city or hurting our citizens. Overall, I think it would greatly improve the quality of life for all citizens in our community. That's why I'd advocate for building a community center at our city council meetings.

My third objective would be that the citizens' opinions would be heard. I don't think it's fair to just vote on all the ordinances without hearing from concerned people and why they want or don't want something, so that we see all the sides before we choose one, or even see if there's a compromise. I think it's important that our citizens get to say what they want and how they want it. I think it would even be good to go to the people instead of them coming to me. I'll admit that we couldn't bend to fit all the citizens' opinions into everything we do, but I do think it would be good to have some input from people in the community, because, after all, we are not the only ones who would have to live with our decisions.

I would try to help our community from many different angles, and even if I couldn't, I'd try to find someone that could. It's not just about me and what I want, it's doing what I'd need to do to make sure that the community is as well taken care of as possible, even if it means going against what I personally want. For these reasons, I think I would be able to greatly benefit my community if I was Mayor.

Contestant Last Name: Carsh, A.
Representing: City of Tigard
Contact: Joanne Bengtson 503-718-2476

“If I Were Mayor” High School Video Winner: Brent Mangum

Click on link to play video. http://www.tigard-or.gov/city_hall/city_council/docs/IfIWereMayor.wmv

Agenda Item #
Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY
City Of Tigard, Oregon

Issue/ Agenda Title Presentation from Essential Health Clinic

Prepared By: Elizabeth Newton

EUN

Dept Head Approval:

cl

City Mgr Approval:

cl

ISSUE BEFORE THE COUNCIL

The Essential Health Clinic operates a clinic in Tigard and will make a presentation to Council on the services provided.

STAFF RECOMMENDATION

No action necessary. Information only.

KEY FACTS AND INFORMATION SUMMARY

The Essential Health Clinic is a financially independent non-profit that provides free health care to uninsured individuals and families in Washington County. The Tigard clinic (located at 15296 SW Royalty Parkway) is open Wednesdays from 5 -9 p.m. and is staffed with volunteer physicians, nurses and clerical personnel. Sheila Hale, Executive Director of the Essential Health Clinic will provide a briefing to Council on the Services available at the Tigard Clinic.

OTHER ALTERNATIVES CONSIDERED

N/A.

CITY COUNCIL GOALS

Council Goal # 5: Increase Tigard's involvement with Washington County, Metro, State, ODOT, Tri-Met and Federal government.

ATTACHMENT LIST

N/A.

FISCAL NOTES

N/A

Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Consider an Ordinance Amending Tigard Municipal Code (TMC) Chapter 7.52.100(3) Regarding Alcoholic Beverages in Parks

Prepared By: Dennis Koellermeier Dept Head Approval:  City Mgr Approval: 

ISSUE BEFORE THE COUNCIL

Should the Council adopt an ordinance amending TMC Chapter 7.52.100(3) regarding alcoholic beverages in parks?

STAFF RECOMMENDATION

Adopt the ordinance.

KEY FACTS AND INFORMATION SUMMARY

- In response to complaints and concerns regarding alcohol consumption in downtown area parks, the Council adopted Ordinance 06-08 in June 2006. This ordinance prohibited the use of alcoholic beverages in all of the existing downtown parks including: Liberty Park, Main Street Park, Commercial Park and Fanno Creek Park.
- In order to maintain the alcohol ban in any future downtown park, the Council must amend the TMC each time a new park is created within the downtown area.
- Several new parks may be developed within the Urban Renewal Zone (downtown area) in the future and it is somewhat cumbersome and time consuming to amend the TMC each time a new park is created.
- This amendment creates a "blanket" restriction on the consumption of alcoholic beverages in all city-owned parks within the Urban Renewal Zone, thereby eliminating the need to update the TMC each time a new park is created.
- The amendment would apply to the parks specified above, as well as any future City parks created within the Urban Renewal Zone, including the Jim Griffith Memorial Skate Park.
- This amendment would not affect existing code that permits the regulated, responsible use of alcoholic beverages within City parks located outside the Urban Renewal Zone.
- The amendment has been reviewed by the Police Chief and the City Attorney.

OTHER ALTERNATIVES CONSIDERED

The Council could choose not to adopt the ordinance and could direct staff on how it would prefer to address alcohol consumption in future city parks within the Urban Renewal Zone.

CITY COUNCIL GOALS

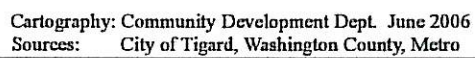
None

ATTACHMENT LIST

Urban Renewal Zone Map
Ordinance

FISCAL NOTES

There are no costs associated with the passage of the ordinance.



CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 07-_____

AN ORDINANCE AMENDING TIGARD MUNICIPAL CODE (TMC) 7.52.100(3)
REGARDING ALCOHOLIC BEVERAGES IN PARKS

WHEREAS, in response to complaints and concerns regarding alcohol consumption in downtown area parks, the Council adopted Ordinance 06-08 in June 2006; and

WHEREAS, this ordinance prohibited the use of alcoholic beverages in all of the existing downtown parks including: Liberty Park, Main Street Park, Commercial Park and Fanno Creek Park; and

WHEREAS, in order to maintain the alcohol ban in any future downtown park, the Council must amend the TMC each time a new park is created within the downtown area; and

WHEREAS, several new parks may be developed within the Urban Renewal Zone (downtown area) in the future, and it is somewhat cumbersome and time consuming to amend the TMC each time a new park is created; and

WHEREAS, this amendment creates a “blanket” restriction on the consumption of alcoholic beverages in all city-owned parks within the Urban Renewal Zone, thereby eliminating the need to update the TMC each time a new park is created; and

WHEREAS, this amendment would apply to the parks specified above, as well as any future City parks created within the Urban Renewal Zone, including the Jim Griffith Memorial Skate Park.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The City Council approves the amendment to Tigard Municipal Code Chapter 7.52.100(3) as follows:
(Strike-through text is deleted; underlined text is added.)

(3) It is unlawful to possess, control, or consume any alcoholic beverage in any existing or future City park located within the downtown Urban Renewal Zone. ~~following parks: Liberty Park, Main Street Park, Commercial Park, and Fanno Creek Park.~~

SECTION 2: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2007.

Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2007.

Craig Dirksen, Mayor

Approved as to form:

City Attorney

Date

Agenda Item #

Meeting Date

June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title I-5 to Highway 99W Connector Project Overview

Prepared By: A.P. Duenas Dept Head Okay TC City Mgr Okay CR

ISSUE BEFORE THE COUNCIL

Project representatives will provide a brief and general project overview with the intent of returning at the Council workshop meeting in August for more elaborate discussion on the range of alternatives that are being considered for implementation.

STAFF RECOMMENDATION

No Council action required.

KEY FACTS AND INFORMATION SUMMARY

The I-5 Connector is a joint project among Metro, Oregon Department of Transportation, and Washington County. One of the Council goals for 2007 is to support the connector project. Its importance to the City depends on the actual alignment chosen and the location of the connection point to Highway 99W. Conceptual solution elements have been developed from public open houses and committee meetings in late 2006. The project team is currently developing a range of alternatives to meet the purpose and need statements established for the project. Any solution considered must address the following:

- More efficient travel into and out of the area
- Improved connections between I-5 and Highway 99W
- Improved freight access to the highway system
- Reduction of congestion on existing arterials

Up till this point, the City has not been actively involved in the process. However, a "No Build" alternative has to be considered as one of the potential solutions. That alternative may significantly impact some of the arterials in the City (including Highway 99W and Durham Road.) The project representatives will give a brief and general overview of the project at this meeting with the intent of returning at the August 21, 2007 workshop meeting for more elaborate discussion with opportunities for questions and answers regarding the alternatives that are being considered as part of the process.

OTHER ALTERNATIVES CONSIDERED

None

COUNCIL GOALS

Support for the I-5 to Highway 99W Connector Project is a Council goal for 2007. Its construction has the potential to reduce traffic congestion on Highway 99W through Tigard. The connector meets the Tigard Beyond tomorrow goal of "Improve Traffic Flow."

ATTACHMENT LIST

I-5 to 99W Connector Project Update Publication: Spring 2007

FISCAL NOTES

At this point, the project does not have any cost implications for the City. The costs to implement the potential solutions will be developed as part of the evaluation of alternatives to determine a recommended corridor for adoption into the Regional Transportation Plan.

i:\eng\gus\council agenda summaries\6-26-07 I-5 to 99w connector project overview ais.doc

I-5 TO 99W Connector Project

Metro • Oregon Department of Transportation • Washington County

Project update: Spring 2007

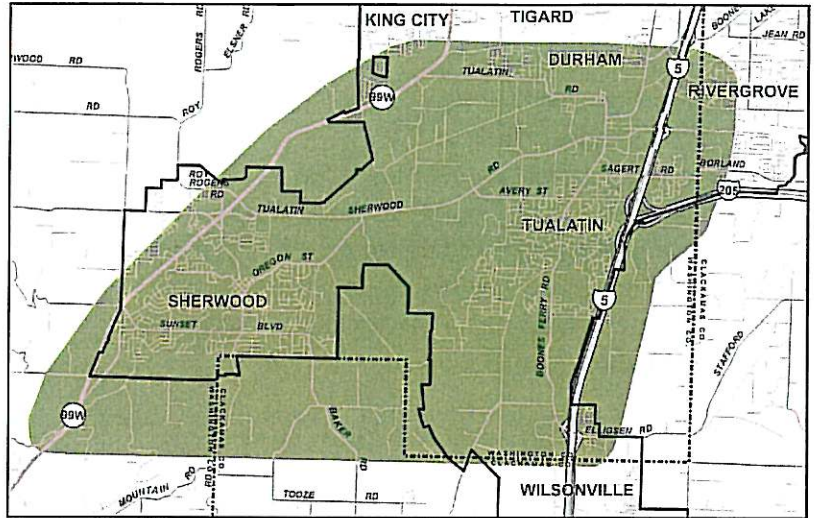
What's new

Thanks to great participation, more than 250 ideas for potential connector corridors, improvements to the local street network, new arterials and other solution ideas were submitted at public open houses and committee meetings in November and December. In January, staff consolidated these ideas into a set of 25 conceptual solution elements.

The conceptual solution elements are now in the process of being screened to remove from further consideration those that did not meet the purpose and need or failed many of the screening criteria. Those that do pass through the screening process, will be provide the basis from which a range of alternatives will be developed. Those alternatives will be studied in great detail to determine the best possible solution.

The range of alternatives may include the following options in addition to a variety of potential locations for a new corridor:

- Transportation Demand Management (TDM) and Transportation System Management (TSM) alternative – this alternative will look at how demand on the system could be reduced (i.e. increased transit use, flexible work hours, carpooling), and how the system could function better with intersection improvements and other operational changes.
- Enhanced Existing System alternative – this alternative will look at improvements to the area's roadways including improvements that are included in local and regional transportation plans as well as other improvements to the existing transportation system. This option will not include a major highway connector between I-5 and Highway 99W.



Project overview

Regional and local transportation plans have recognized the growing need for a connection between I-5 and Hwy 99W for more than a decade. The I-5 to 99W Connector Project is looking for the best way to meet this need.

Traffic demand in the southwestern portion of the region has grown substantially leading to increasingly congested conditions. This growth comes from more people living, working and moving freight in Tualatin, Sherwood and Wilsonville, and from growth throughout the region, particularly in Marion and Yamhill counties.

Metro's Regional Transportation Plan and Sherwood and Tualatin's transportation plans identify the need for a transportation solution in this area to address the growing east-west travel demand. The Oregon Transportation Commission designated this as a project of statewide significance, further confirming its importance.

The project's study area, shown on the map, is the area where transportation solutions are being considered. The project will identify transportation and environmental impacts and benefits for areas beyond the study area including transportation impacts to I-5 and Highway 99W.

For more information about the project and upcoming meetings:

Web: www.i5to99w.org - Phone: 503.595.9915

E-mail: info@i5to99w.org

Project Need

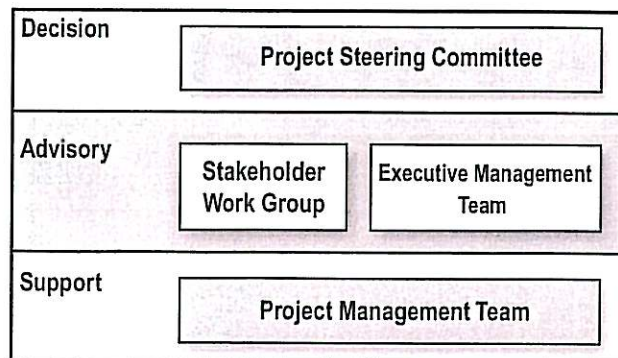
Any solution considered will address the need to:

- **Provide more efficient travel into and out of the study area.** Traffic on Highway 99W has grown by 3.5 percent each year to a total volume of almost 50,000 each day.
- **Improve connections between I-5 and Hwy. 99W.** Almost 20 percent of trips in the corridor are through trips, or trips that do not start or end in the corridor.
- **Improve freight access to the highway system.** About 16 percent of trips on Tualatin-Sherwood Road are trucks which is significantly more than average on a similar road.
- **Reduce congestion on existing arterials.** The peak period, known as rush hour, is already lasting for more than two hours in the morning and evening on Tualatin-Sherwood Road. If improvements are not made in the corridor, rush hour conditions will persist for more and more of the day.

The project will consider ways to address these needs while meeting the project's goals and objectives. The project's goals include:

- Provide transportation improvements that address present and future demand for travel to and between I-5 and 99W in the Tualatin, Sherwood and Wilsonville areas.
- Provide transportation improvements that support state, regional, and local land use planning.
- Provide transportation improvements that avoid, minimize or effectively mitigate adverse impacts to natural and cultural resources.
- Provide a timely and cost-effective project solution that performs throughout its expected design-life.

Decision making



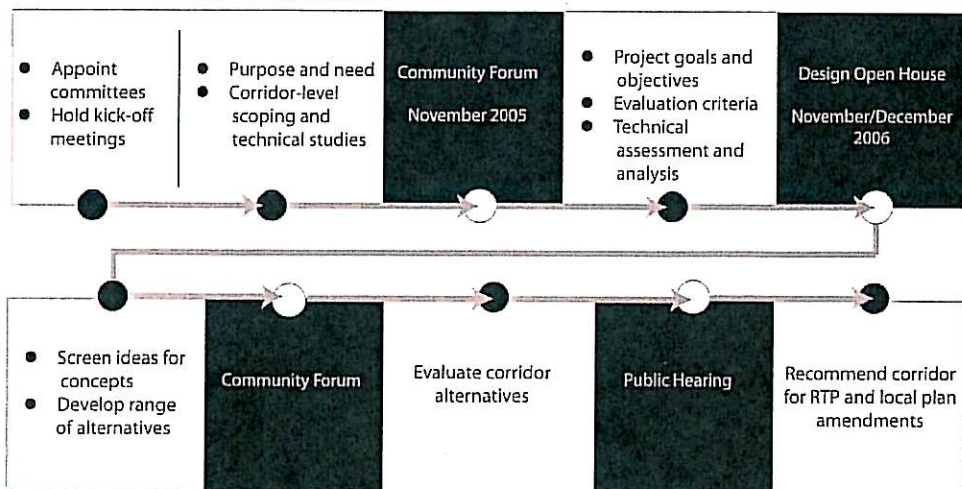
Project Steering Committee (PSC) – Elected officials and directors from affected jurisdictions and agencies charged with project decision-making and policy guidance. PSC determinations must be adopted by the directly affected and involved jurisdictions and agencies.

Stakeholder Working Group (SWG) – Community members, and advocacy group and business representatives charged with providing informed, wide-ranging advice and guidance to the Project Steering Committee.

Executive Management Team (EMT) – Senior staff from affected jurisdictions charged with reviewing project findings and communicating findings to the Project Steering Committee.

Project Management Team (PMT) – Technical staff from lead agencies (Washington County, Metro and Oregon Department of Transportation) and consultant team members charged with day-to-day project oversight and management.

Timeline and schedule



The current phase of the project will result in the selection of a corridor where transportation solutions should be located and a general idea of what kind of transportation facility is needed. This corridor must then be adopted into transportation and land use plans. After local adoption of the selected corridor is complete, additional environmental analysis will be completed and a design for the transportation improvement will be selected.

Agenda Item #

Meeting Date


June 26, 2007

COUNCIL AGENDA ITEM SUMMARY

City Of Tigard, Oregon

Issue/Agenda Title Consider a Resolution Authorizing Amendments to Intergovernmental Agreements with Durham, King City, and the Tigard Water District, and the Execution of Tenants in Common Agreements and Bargain and Sale Deeds for the Water Building and Canterbury Properties

Prepared By: Dennis Koellermeier

Dept Head Approval: 

City Mgr Approval: 

ISSUE BEFORE THE COUNCIL

Shall the City Council, by resolution, authorize amendments to intergovernmental agreements with Durham, King City, and the Tigard Water District, and the execution of Tenants in Common Agreements and Bargain and Sale Deeds for the Water Building and Canterbury properties?

STAFF RECOMMENDATION

Adopt the resolution.

KEY FACTS AND INFORMATION SUMMARY

- In December 1993 the City of Tigard, City of King City, and the City of Durham withdrew from the original Tigard Water District.
- Following that withdrawal, a remnant of the Tigard Water District, now only representing portions of the unincorporated area to the west and south of Tigard, along with the City of Tigard, City of King City, and the City of Durham formed the Intergovernmental Water Board (IWB) and entered into an Intergovernmental Agreement for the delivery of water service.
- The IWB has determined the need to amend the Intergovernmental Agreements, and execute Tenancy in Common Agreements and Bargain and Sale Deeds for the Water Building and Canterbury properties in order to implement recent Board decisions.
- The amendments and other documents will accomplish the following:
 - Further refine the process and methodology for allocating proportionate ownership
 - Determine the appropriate disposition of assets and how revenue generated from any dispositions will be used
 - Ensure that future decisions regarding real estate assets would be determined by three of the four jurisdiction members of the IWB
- The City of Tigard, as an IWB member, must vote on and authorize the amendments, Tenants in Common Agreements, and Bargain and Sale Deeds by way of the attached resolution.
- All the documents have been reviewed by the City Attorney.

OTHER ALTERNATIVES CONSIDERED

The City Council could choose not to adopt the resolution and could provide staff with direction regarding the amendments, Tenants in Common Agreements, and Bargain and Sale Deeds.

CITY COUNCIL GOALS

None

ATTACHMENT LIST

Resolution with the following attachments:

1. First Amendment to the Intergovernmental Agreement with the Tigard Water District for Delivery of Water Service to Territory within the District Boundaries
2. First Amendment to the Intergovernmental Agreement with the City of King City Delivery of Water Service to the City of King City
3. Second Amendment to the Intergovernmental Agreement with the City of Durham for Delivery of Water Service to the City of Durham
4. Water Building Tenancy in Common Agreement
5. Canterbury Property Tenancy in Common Agreement
6. Water Building Bargain and Sale Deed
7. Canterbury Property Bargain and Sale Deed

FISCAL NOTES

There are no City expenses associated with the approval of this resolution.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 07-_____

A RESOLUTION AUTHORIZING THE CITY OF TIGARD'S REPRESENTATIVE TO THE INTERGOVERNMENTAL WATER BOARD TO VOTE ON AND APPROVE THE FIRST AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT DATED 12/28/1993 FOR THE CITY OF KING CITY, AND 12/23/1993 FOR THE TIGARD WATER DISTRICT, AND APPROVE THE SECOND AMENDMENT TO THE CITY OF DURHAM INTERGOVERNMENTAL AGREEMENT DATED 12/23/1993, TO EXECUTE THE TENANTS IN COMMON AGREEMENTS FOR THE WATER BUILDING PROPERTY AND THE CANTERBURY PROPERTY, AND TO EXECUTE THE BARGAIN AND SALE DEEDS FOR THE CANTERBURY PROPERTY AND WATER BUILDING PROPERTY FROM TIGARD WATER DISTRICT TO INTERGOVERNMENTAL WATER BOARD MEMBER JURISDICTIONS AS TENANTS IN COMMON.

WHEREAS, in December 1993 the City of Tigard, City of King City, and the City of Durham withdrew from the original Tigard Water District; and

WHEREAS, a remnant of the Tigard Water District, now only representing portions of the unincorporated area to the west and south of Tigard, along with the City of Tigard, City of King City, and the City of Durham formed the Intergovernmental Water Board and entered into an Intergovernmental Agreement for the delivery of water service in December 1993; and

WHEREAS, the Tigard Water District is currently the owner of record of the Canterbury Property located at 10310 SW Canterbury Lane in Tigard, Oregon, and of the Water Building at 8777 SW Burnham Street in Tigard, Oregon; and

WHEREAS, the Intergovernmental Water Board has determined the need to amend the Intergovernmental Agreement in order to implement recent Board decisions; and

WHEREAS, based on the December 1993 Intergovernmental Agreement, the Intergovernmental Water Board has agreed to take ownership of the Water Building Property and the Canterbury Property as Tenants In Common; and

WHEREAS, the City of Tigard as a member of the Intergovernmental Water Board must vote on and approve the amendment to the Intergovernmental Agreement, vote to execute the Bargain and Sale Deeds to the Canterbury Property and the Water Building Property, and to execute the Tenants In Common Agreements for the Water Building Property and Canterbury Property.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council approves the amendments to the Intergovernmental Agreement and authorizes its representative to the Intergovernmental Water Board to vote for and execute the approval of the City of Durham, City of King City, and Tigard Water District amendments to the Intergovernmental Agreement.

SECTION 2: The City Council authorizes its representative to the Intergovernmental Water Board to execute the Bargain and Sale Deeds transferring ownership of the Canterbury Property and the Water Building Property to the Intergovernmental Water Board as Tenants In Common.

SECTION 3: The City Council authorizes its representative to the Intergovernmental Water Board to execute the Tenants In Common Agreements for the Water Building Property and the Canterbury Property.

SECTION 4: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2007.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TIGARD AND THE TIGARD WATER DISTRICT
FOR DELIVERY OF WATER SERVICE TO TERRITORY
WITHIN THE DISTRICT BOUNDARIES**

THIS FIRST AMENDMENT TO THIS INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made and entered into as of _____, 2007, by and between the CITY OF TIGARD, an Oregon municipal corporation, (hereinafter "Tigard") and the Tigard Water District, a domestic water supply district existing under ORS Ch. 264, (hereinafter "District"), referred to herein as "the Parties".

R E C I T A L S

A. The Parties previously entered into that certain INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TIGARD AND THE TIGARD WATER DISTRICT FOR DELIVERY OF WATER SERVICE TO TERRITORY WITHIN THE DISTRICT BOUNDARIES dated December 23, 1993 (the "IGA") relating to the Parties' creation of the Intergovernmental Water Board (hereinafter "IWB") and the cooperative effort to serve the long term water supply needs of the residents in the original District.

B. The Parties hereto desire to amend the IGA: to further ensure consistency across the jurisdictions among rates and services, to clarify the IWB votes required to change ownership of original District assets, to memorialize a new lease between the IWB and the City of Tigard for the Water Building, to establish a process for calculating and recording prorated expenses and revenues, and to allow the IWB to use proceeds from sales of assets for expenses in addition to capital improvements.

A G R E E M E N T

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby amend the IGA as follows:

1. Paragraph 5. Asset Ownership/Water Rates/Revenues , B., is replaced with the following:

B. The fees, rates and charges charged by Tigard for providing water services to properties, residences and businesses in the District shall be the same as those charged within Tigard, and rates shall be consistent among those receiving water services from Tigard under this IGA. Notwithstanding the foregoing, Tigard may impose higher fees, rates and charges for providing water service to properties, residences and businesses when the cost of providing such service is greater due to unusual circumstances, including, but not limited to additional cost to pump water up hill to reach customers. Any higher fees, rates and charges imposed for providing water service shall be reviewed by the Intergovernmental Water Board prior to taking effect and shall be limited to covering the actual additional costs of providing such service. When higher fees, rates and charges are imposed, they shall be consistently applied among all member jurisdictions, except that at the request of the District, Tigard will collect on behalf of the District additional charges imposed by the District on District customers.

2. Paragraph 5. Asset Ownership/Water Rates/Revenues C. (2) Moneys/Revenues, is replaced with the following:

(2) Moneys transferred to Tigard as a result of the division of assets after withdrawal from the original District by Tigard which were previously dedicated by the original District to system capital improvements shall be used solely for system capital improvement by Tigard in accordance with subsection 5.D, except that the Intergovernmental Water Board may at its discretion, and consistent with voting requirements in Paragraph 3.D. of this Intergovernmental Agreement, determine that said moneys may be used for other purposes.

3. Paragraph 5, Asset Ownership/Water Rates/Revenues, G. Accounting, is added to as follows:

(3) In fulfillment of the Intergovernmental Agreement's intent to reliably and methodically account for expenses and revenues, Exhibit A showing allocation of ownership interests is attached hereto and incorporated thereby as the model for documenting the use of assets by the City of Tigard.

4. Paragraph 3. Intergovernmental Water Board. D., is replaced as follows:

D. A quorum of the Board shall be three (3) members. All actions of the board shall require at least three (3) votes, excluding abstentions.

E. Notwithstanding prior agreements, no more than three (3) jurisdictions' votes (from among Tigard, Durham, King City and the Tigard Water District) will be required to purchase, sell, or otherwise act with respect to the original District's real property assets.

By: _____
IWB Representative for the City of Tigard

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the Tigard Water District

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

EXHIBIT A
AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF TIGARD AND TIGARD WATER DISTRICT



ECONOMIC AND ENGINEERING SERVICES, INC.

4380 S.W. Macadam Avenue, Suite 365
Portland, OR 97201
(503) 223-3033 • FAX (503) 274-6248

EXHIBIT A FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TIGARD AND THE TIGARD WATER DISTRICT

Letter Verifying System Asset and Liability Allocations from EES Final Report

November 1, 1994

Ms. Beverly Froude
Tigard Water District
8777 S.W. Burnham Street
Tigard, OR 97223

Dear Ms. Froude:

Enclosed please find Economic and Engineering Services, Inc.'s (EES's) final report of
system-asset and liability allocations prepared for the Tigard Water District (District).

The total of assets equals the total of liabilities. This total amount is \$25,620,938 and is
allocated as follows:

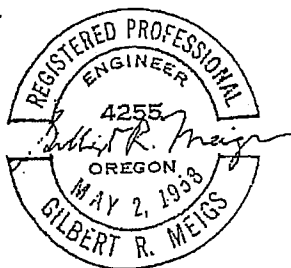
Tigard Water District.....	\$5,394,464	(21.05%)
City of Tigard.....	17,997,978	(70.25%)
City of Durham.....	1,044,091	(4.08%)
City of King City.....	1,184,406	(4.62%)

This report and the allocations have been adopted by resolutions passed by each jurisdiction.
Copies of the four resolutions are bound into this final report, immediately after this letter.

Very truly yours,

ECONOMIC AND ENGINEERING
SERVICES, INC.

Gilbert R. Meigs
Gilbert R. Meigs
Project Manager



GRM:pp
win\gm\tigard.rpl

Page 1 of 4

EXHIBIT A
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
TIGARD AND THE TIGARD WATER DISTRICT

City of Tigard

Analysis of Proportionate Interest Allocations

Updated from Tigard Water District System Assets and Liabilities Final Report- November 1994

Allocation Basis

	Consumption*	Real Market Value**	Meters***
	(A)	(B)	(C)
District	641,523	880,511,030	3,671
Tigard	2,093,982	2,822,340,560	12,196
King City	130,395	201,727,000	1,238
Durham	74,115	116,051,350	358
	2,940,015	4,020,629,940	17,463

Proportionate Interests

				Proportionate Interests	Change From Original
District	21.82%	21.90%	21.02%	21.58%	3.99%
Tigard	71.22%	70.20%	69.84%	70.42%	-2.96%
King City	4.44%	5.02%	7.09%	5.51%	-1.20%
Durham	2.52%	2.89%	2.05%	2.49%	0.18%
	100.00%	100.00%	100.00%	100.00%	0.00%

"Other Assets" Percentages For Allocations

	District	Tigard	King City	Durham	
District, Tigard, King City	22.13%	72.22%	5.65%	0.00%	100.00%
District, Tigard	23.46%	76.54%	0.00%	0.00%	100.00%
Tigard, Durham	0.00%	96.59%	0.00%	3.41%	100.00%

* Annual consumption from November 1, 2005 through October 31, 2006

** Real Market Value (RMV) Updated as of November 7, 2006

*** Meter count updated as of October 31, 2006

Page 2 of 4

EXHIBIT A
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
TIGARD AND THE TIGARD WATER DISTRICT

CITY OF TIGARD, OREGON
RESOLUTION NO. 42

A RESOLUTION OF THE CITY COUNCIL, CITY OF TIGARD, OREGON, TO ADOPT THE TIGARD WATER DISTRICT SYSTEM ASSETS AND LIABILITY REPORT AS REVISED BY THE INTERGOVERNMENTAL WATER BOARD (IWB)

WHEREAS, the Tigard Water District, in accordance with Section 4 of the Intergovernmental Agreement (hereinafter "Agreement") between the City of Tigard and the Tigard Water District for Delivery of Water Service to Territories Within the District Boundaries has caused preparation of a System Assets and Liability Report; and

WHEREAS, the Tigard Water District accepted the report with amendments on September 12, 1994; and

WHEREAS, the Intergovernmental Water Board reviewed the Tigard Water District's actions and further amendments as proposed by Tigard Water District and its consultants, Economic & Engineering Services, Inc., and unanimously voted to recommend that the cities of Durham, King City, and Tigard formally adopt the plan; and

WHEREAS, the City of Tigard acknowledges that it has reviewed the report and amendments and finds its contents to be consistent with the direction given to the IWB participants within Section 4 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIGARD THAT:

SECTION 1: The conclusions contained within the Tigard Water District System Assets and Liability Report as revised by the Intergovernmental Water Board (IWB) are accepted and adopted.

PASSED: By Unanimous vote of all Council members present after being read by number and title only, this 27th day of September, 1994.

Cathy Wheatley
Cathy Wheatley, City Recorder

APPROVED: This 27th day of September, 1994.

John Schwartz
John Schwartz, Mayor

Approved as to form:

Paula J. Bury
City Attorney

Date: 9/27/94
wam\ach\90024\waterb.rel

EXCERPT 1

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
TIGARD AND THE TIGARD WATER DISTRICT

4. Division of Original District Assets.

A. Pursuant to ORS 222.540(4), the District agrees that the division of assets after withdrawal from the original District by the Cities shall be consistent with the following concepts:

(1) Assets include real, personal and intangible property. "Intangible property" includes but is not limited to: moneys, checks, drafts, deposits, interest, dividends and income.

(2) Assets will be divided into two groups:

a. System Assets: Assets necessary for the operation of Tigard's water supply system throughout the original District, not including those "other assets" of Tigard. Personal and intangible property are system assets. Water mains, service installations, structures, facilities, improvements or other property necessary for operation of the City of Tigard's water supply system throughout the original District are system assets.

b. Other Assets: Assets not necessary for the operation of the City of Tigard's water supply system throughout the original District. Other assets shall become the property of the jurisdiction in which the asset is located. Water mains, service installations, structures, facilities, improvements or other property not necessary for the operation of the City of Tigard's water supply system throughout the original District are other assets.

B. All system assets and other assets shall be pledged by the Cities and the District to Tigard. All system assets and other assets shall be managed by Tigard and shall be utilized by Tigard in order to provide water services to properties, residences and businesses in the original District.

C. Should one of the Cities or the District terminate its water service agreement with Tigard, the Cities' and the District's proportionate interest in a system asset shall be determined based upon the following formula:

Jurisdiction's Proportionate Interest = (A + B + C) / 3

A = Jurisdiction's Percentage of Current Consumption in original District

B = Jurisdiction's Percentage of Current Real Market Value in original District

C = Jurisdiction's Percentage of Current Meters in original District

The Cities' and the District's proportionate interest in a system asset capital improvement shall be based upon the capital improvement's depreciated value. The depreciated value shall be based upon the useful life of the capital improvement under generally accepted accounting principles using a straight line method of depreciation.

D. Upon termination of this Agreement, other assets shall become the property of the jurisdiction in which the asset is located.

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF KING CITY AND THE CITY OF TIGARD
FOR DELIVERY OF WATER SERVICE TO THE CITY OF KING CITY**

THIS FIRST AMENDMENT TO THIS INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made and entered into as of _____, 2007, by and between the CITY OF KING CITY, an Oregon municipal corporation, (hereinafter "King City") and the CITY OF TIGARD an Oregon municipal corporation (hereinafter "Tigard"), hereinafter together referred to as "The Parties".

RECITALS

A. The Parties previously entered into that certain INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KING CITY AND THE CITY OF TIGARD FOR DELIVERY OF WATER SERVICE TO THE CITY OF KING CITY dated December 28, 1993 (the "IGA"), relating to the Parties' creation of the Intergovernmental Water Board (hereinafter "IWB") and the cooperative effort to serve the long term water supply needs of the residents of King City.

B. The Parties hereto desire to amend the IGA: to further ensure consistency across the jurisdictions among rates and services, to clarify the IWB votes required to change ownership of original District assets, to memorialize a new lease between the Intergovernmental Water Board and the City of Tigard for the Water Building, to establish a process for calculating and recording prorated expenses and revenues, and to allow the IWB to use proceeds from sales of assets for expenses in addition to capital improvements.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby amend the IGA as follows:

1. Paragraph 5. Asset Ownership/Water Rates/Revenues , B., is replaced with the following:

B. The fees, rates and charges charged by Tigard for providing water services to properties, residences and businesses in King City shall be the same as those charged within Tigard, and rates shall be consistent among those receiving water services from Tigard under this IGA. Notwithstanding the foregoing, Tigard may impose higher fees, rates and charges for providing water service to properties, residences and businesses when the cost of providing such service is greater due to unusual circumstances, including, but not limited to additional cost to pump water up hill to reach customers. Any higher fees, rates and charges imposed for providing water service shall be reviewed by the Intergovernmental Water Board prior to taking effect and shall be limited to covering the actual additional costs of providing such service. When higher fees, rates and charges are imposed, they shall be consistently applied among all member jurisdictions, except that at the request of King City, Tigard will collect on behalf of King City additional charges imposed by King City on King City customers.

2. Paragraph 5. Asset Ownership/Water Rates/Revenues C. (2) Moneys/Revenues, is replaced with the following:

(2) Moneys transferred to Tigard as a result of the division of assets after withdrawal from the original District by Tigard which were previously dedicated by the original District to system capital improvements shall be used solely for system capital improvement by Tigard in accordance with subsection 5.D, except that the Intergovernmental Water Board may at its discretion, and consistent with voting requirements in Paragraph 3.D. of this Intergovernmental Agreement, determine that said moneys may be used for other purposes.

3. Paragraph 5, Asset Ownership/Water Rates/Revenues, G. Accounting, is added to as follows:

(3) In fulfillment of the Intergovernmental Agreement's intent to reliably and methodically account for expenses and revenues, Exhibit A showing allocation of ownership interests is attached hereto and incorporated thereby as the model for documenting the use of assets by the City of Tigard.

4. Paragraph 3. Intergovernmental Water Board. D., is replaced as follows:

D. A quorum of the Board shall be three (3) members. All actions of the board shall require at least three (3) votes, excluding abstentions.

- E. Notwithstanding prior agreements, no more than three (3) jurisdictions' votes (from among Tigard, Durham, King City and the Tigard Water District) will be required to purchase, sell, or otherwise act with respect to the original District's real property assets.

By: _____
IWB Representative for the City of Tigard

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the City of King City

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

EXHIBIT A
AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF TIGARD AND CITY OF KING CITY



ECONOMIC AND ENGINEERING SERVICES, INC.

4380 S W Macadam Avenue, Suite 365
Portland, OR 97201
(503) 223-3033 • FAX (503) 274-6248

EXHIBIT A

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KING CITY AND THE CITY OF TIGARD

Letter Verifying System Asset and Liability Allocations from EES Final Report

November 1, 1994

Ms. Beverly Froude
Tigard Water District
8777 S.W. Burnham Street
Tigard, OR 97223

Dear Ms. Froude:

Enclosed please find Economic and Engineering Services, Inc.'s (EES's) final report of
system asset and liability allocations prepared for the Tigard Water District (District).

The total of assets equals the total of liabilities. This total amount is \$25,620,938 and is
allocated as follows:

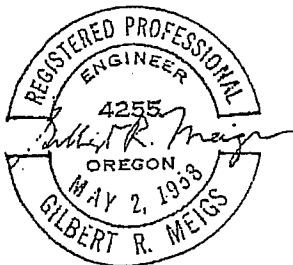
Tigard Water District.....	\$5,394,464	(21.05%)
City of Tigard.....	17,997,978	(70.25%)
City of Durham.....	1,044,091	(4.08%)
City of King City.....	1,184,406	(4.62%)

This report and the allocations have been adopted by resolutions passed by each jurisdiction.
Copies of the four resolutions are bound into this final report, immediately after this letter.

Very truly yours,

ECONOMIC AND ENGINEERING
SERVICES, INC.

Gilbert R. Meigs
Gilbert R. Meigs
Project Manager



GRM:pp
winlgnltigard.rpl

Page 1 of 4

EXHIBIT A
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KING
CITY AND THE CITY OF TIGARD

City of Tigard

Analysis of Proportionate Interest Allocations

Updated from Tigard Water District System Assets and Liabilities Final Report- November 1994

Allocation Basis

	Consumption*	Real Market Value**	Meters***
	(A)	(B)	(C)
District	641,523	880,511,030	3,671
Tigard	2,093,982	2,822,340,560	12,196
King City	130,395	201,727,000	1,238
Durham	74,115	116,051,350	358
	2,940,015	4,020,629,940	17,463

Proportionate Interests

				Proportionate Interests	Change From Original
District	21.82%	21.90%	21.02%	21.58%	3.99%
Tigard	71.22%	70.20%	69.84%	70.42%	-2.96%
King City	4.44%	5.02%	7.09%	5.51%	-1.20%
Durham	2.52%	2.89%	2.05%	2.49%	0.18%
	100.00%	100.00%	100.00%	100.00%	0.00%

"Other Assets" Percentages For Allocations

	District	Tigard	King City	Durham	
District, Tigard, King City	22.13%	72.22%	5.65%	0.00%	100.00%
District, Tigard	23.46%	76.54%	0.00%	0.00%	100.00%
Tigard, Durham	0.00%	96.59%	0.00%	3.41%	100.00%

* Annual consumption from November 1, 2005 through October 31, 2006

** Real Market Value (RMV) Updated as of November 7, 2006

*** Meter count updated as of October 31, 2006

EXHIBIT A
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KING
CITY AND THE CITY OF TIGARD

CITY OF KING CITY

RESOLUTION NO. R-94-17

A RESOLUTION OF THE CITY COUNCIL, CITY OF KING CITY, OREGON, TO ADOPT THE TIGARD WATER DISTRICT SYSTEM ASSETS AND LIABILITY REPORT AS REVISED BY THE INTERGOVERNMENTAL WATER BOARD (IWB)

WHEREAS, the Tigard Water District, in accordance with Section 4 of the Intergovernmental Agreement (hereinafter "Agreement") between the City of Tigard and the Tigard Water District for Delivery of Water Service to Territories Within the District Boundaries has caused preparation of a System Assets and Liability Report; and

WHEREAS, the Tigard Water District accepted the report with amendments on September 12, 1994; and

WHEREAS, the Intergovernmental Water Board reviewed the Tigard Water District's actions and further amendments as proposed by Tigard Water District and its consultants, Economic & Engineering Services, Inc., and unanimously voted to recommend that the cities of Durham, King City, and Tigard formally adopt the plan; and

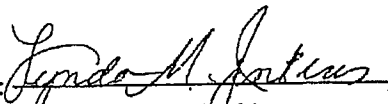
WHEREAS, the City of King City acknowledges that it has reviewed the report and amendments and finds its contents to be consistent with the direction given to the IWB participants within Section 4 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the KING CITY COUNCIL that:

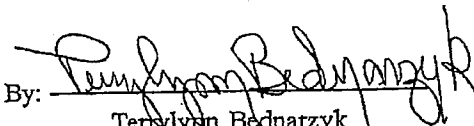
Section 1: The conclusions contained within the Tigard Water District System Assets and Liability Report as revised by the Intergovernmental Water Board (IWB) are accepted and adopted.

INTRODUCED AND ADOPTED by the City of King City Council and signed by me in authentication of its passage this 21st day of September, 1994.

CITY OF KING CITY, OREGON

By: 
Lynda M. Jenkins
Mayor - King City

ATTEST:

By: 
Terry Lynn Bednarzyk
City Recorder

Page 3 of 4

EXHIBIT A
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KING
CITY AND THE CITY OF TIGARD

4. Division of Original District Assets.

A. Pursuant to ORS 222.540(4), the District agrees that the division of assets after withdrawal from the original District by the Cities shall be consistent with the following concepts:

(1) Assets include real, personal and intangible property. "Intangible property" includes but is not limited to: moneys, checks, drafts, deposits, interest, dividends and income.

(2) Assets will be divided into two groups:

a. System Assets: Assets necessary for the operation of Tigard's water supply system throughout the original District, not including those "other assets" of Tigard. Personal and intangible property are system assets. Water mains, service installations, structures, facilities, improvements or other property necessary for operation of the City of Tigard's water supply system throughout the original District are system assets.

b. Other Assets: Assets not necessary for the operation of the City of Tigard's water supply system throughout the original District. Other assets shall become the property of the jurisdiction in which the asset is located. Water mains, service installations, structures, facilities, improvements or other property not necessary for the operation of the City of Tigard's water supply system throughout the original District are other assets.

B. All system assets and other assets shall be pledged by the Cities and the District to Tigard. All system assets and other assets shall be managed by Tigard and shall be utilized by Tigard in order to provide water services to properties, residences and businesses in the original District.

C. Should one of the Cities or the District terminate its water service agreement with Tigard, the Cities' and the District's proportionate interest in a system asset shall be determined based upon the following formula:

Jurisdiction's Proportionate Interest = (A + B + C) / 3

A = Jurisdiction's Percentage of Current Consumption in original District

B = Jurisdiction's Percentage of Current Real Market Value in original District

C = Jurisdiction's Percentage of Current Meters in original District

The Cities' and the District's proportionate interest in a system asset capital improvement shall be based upon the capital improvement's depreciated value. The depreciated value shall be based upon the useful life of the capital improvement under generally accepted accounting principles using a straight line method of depreciation.

D. Upon termination of this Agreement, other assets shall become the property of the jurisdiction in which the asset is located.

EXCERPT FROM INTERGOVERNMENTAL AGREEMENT
SECTION 4. Division of Original District Assets

Page 4 of 4

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DURHAM AND THE CITY OF TIGARD
FOR DELIVERY OF WATER SERVICE TO THE CITY OF DURHAM**

THIS SECOND AMENDMENT TO THIS INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made and entered into as of _____, 2007, by and between the CITY OF DURHAM, an Oregon municipal corporation, (hereinafter "Durham") and the CITY OF TIGARD an Oregon municipal corporation (hereinafter "Tigard"), hereinafter together referred to as "The Parties".

R E C I T A L S

A. The Parties previously entered into that certain INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND THE CITY OF TIGARD FOR DELIVERY OF WATER SERVICE TO THE CITY OF DURHAM dated December 23, 1993 (the "IGA"), relating to the Parties' creation of the Intergovernmental Water Board (hereinafter "IWB") and the cooperative effort to serve the long term water supply needs of the residents of Durham.

B. The Parties hereto desire to amend the IGA: to further ensure consistency across the jurisdictions among rates and services, to clarify the IWB votes required to change ownership of original District assets, to memorialize a new lease between the Intergovernmental Water Board and the City of Tigard for the Water Building, to establish a process for calculating and recording prorated expenses and revenues, and to allow the IWB to use proceeds from sales of assets for expenses in addition to capital improvements.

A G R E E M E N T

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby amend the IGA as follows:

1. Paragraph 5. Asset Ownership/Water Rates/Revenues , B., is replaced with the following:

B. The fees, rates and charges charged by Tigard for providing water services to properties, residences and businesses in Durham shall be the same as those charged within Tigard, and rates shall be consistent among those receiving water services from Tigard under this IGA. Notwithstanding the foregoing, Tigard may impose higher fees, rates and charges for providing water service to properties, residences and businesses when the cost of providing such service is greater due to unusual circumstances, including, but not limited to additional cost to pump water up hill to reach customers. Any higher fees, rates and charges imposed for providing water service shall be reviewed by the Intergovernmental Water Board prior to taking effect and shall be limited to covering the actual additional costs of providing such service. When higher fees, rates and charges are imposed, they shall be consistently applied among all member jurisdictions, except that at the request of Durham, Tigard will collect on behalf of Durham additional charges imposed by Durham on Durham customers.

2. Paragraph 5. Asset Ownership/Water Rates/Revenues C. (2) Moneys/Revenues, is replaced with the following:

(2) Moneys transferred to Tigard as a result of the division of assets after withdrawal from the original District by Tigard which were previously dedicated by the original District to system capital improvements shall be used solely for system capital improvement by Tigard in accordance with subsection 5.D, except that the Intergovernmental Water Board may at its discretion, and consistent with voting requirements in Paragraph 3.D. of this Intergovernmental Agreement, determine that said moneys may be used for other purposes.

3. Paragraph 5, Asset Ownership/Water Rates/Revenues, G. Accounting, is added to as follows:

(3) In fulfillment of the Intergovernmental Agreement's intent to reliably and methodically account for expenses and revenues, Exhibit A showing allocation of ownership interests is attached hereto and incorporated thereby as the model for documenting the use of assets by the City of Tigard.

4. Paragraph 3. Intergovernmental Water Board. D., is replaced as follows:

D. A quorum of the Board shall be three (3) members. All actions of the board shall require at least three (3) votes, excluding abstentions.

E. Notwithstanding prior agreements, no more than three (3) jurisdictions' votes (from among Tigard, Durham, King City and the Tigard Water District) will be required to purchase, sell, or otherwise act with respect to the original District's real property assets.

By: _____
IWB Representative for the City of Tigard

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the City of Durham

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

EXHIBIT A

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF TIGARD AND CITY OF DURHAM**



ECONOMIC AND ENGINEERING SERVICES, INC.

4380 S.W. Macadam Avenue, Suite 365
Portland, OR 97201
(503) 223-3033 • FAX (503) 274-6248

EXHIBIT A SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND THE CITY OF TIGARD

Letter Verifying System Asset and Liability Allocations from EES Final Report

November 1, 1994

Ms. Beverly Froude
Tigard Water District
8777 S.W. Burnham Street
Tigard, OR 97223

Dear Ms. Froude:

Enclosed please find Economic and Engineering Services, Inc.'s (EES's) final report of system asset and liability allocations prepared for the Tigard Water District (District).

The total of assets equals the total of liabilities. This total amount is \$25,620,938 and is allocated as follows:

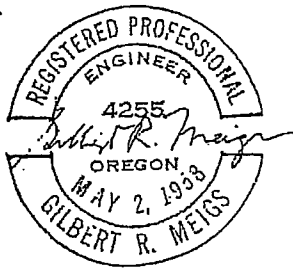
Tigard Water District.....	\$5,394,464	(21.05%)
City of Tigard.....	17,997,978	(70.25%)
City of Durham.....	1,044,091	(4.08%)
City of King City.....	1,184,406	(4.62%)

This report and the allocations have been adopted by resolutions passed by each jurisdiction. Copies of the four resolutions are bound into this final report, immediately after this letter.

Very truly yours,

ECONOMIC AND ENGINEERING
SERVICES, INC.


Gilbert R. Meigs
Project Manager



GRM:pp
win\gm\tigard.rpl

Page 1 of 4

EXHIBIT A
SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DURHAM AND THE CITY OF TIGARD

City of Tigard
Analysis of Proportionate Interest Allocations
Updated from Tigard Water District System Assets and Liabilities Final Report- November 1994

Allocation Basis

	Consumption*	Real Market Value**	Meters***
	(A)	(B)	(C)
District	641,523	880,511,030	3,671
Tigard	2,093,982	2,822,340,560	12,196
King City	130,395	201,727,000	1,238
Durham	74,115	116,051,350	358
	2,940,015	4,020,629,940	17,463

Proportionate Interests

				Proportionate Interests	Change From Original
District	21.82%	21.90%	21.02%	21.58%	3.99%
Tigard	71.22%	70.20%	69.84%	70.42%	-2.96%
King City	4.44%	5.02%	7.09%	5.51%	-1.20%
Durham	2.52%	2.89%	2.05%	2.49%	0.18%
	100.00%	100.00%	100.00%	100.00%	0.00%

"Other Assets" Percentages For Allocations

	District	Tigard	King City	Durham	
District, Tigard, King City	22.13%	72.22%	5.65%	0.00%	100.00%
District, Tigard	23.46%	76.54%	0.00%	0.00%	100.00%
Tigard, Durham	0.00%	96.59%	0.00%	3.41%	100.00%

* Annual consumption from November 1, 2005 through October 31, 2006

** Real Market Value (RMV) Updated as of November 7, 2006

*** Meter count updated as of October 31, 2006

EXHIBIT A
SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DURHAM AND THE CITY OF TIGARD

CITY OF DURHAM, OREGON
RESOLUTION NO. 325-94

A RESOLUTION OF THE CITY COUNCIL, CITY OF DURHAM, OREGON, TO ADOPT THE TIGARD WATER DISTRICT SYSTEM ASSETS AND LIABILITY REPORT AS REVISED BY THE INTERGOVERNMENTAL WATER BOARD (IWB)

WHEREAS, the Tigard Water District, in accordance with Section 4 of the Intergovernmental Agreement (hereinafter "Agreement") between the City of Tigard and the Tigard Water District for Delivery of Water Service to Territories Within the District Boundaries has caused preparation of a System Assets and Liability Report; and

WHEREAS, the Tigard Water District accepted the report with amendments on September 12, 1994; and

WHEREAS, the Intergovernmental Water Board reviewed the Tigard Water District's actions and further amendments as proposed by Tigard Water District and its consultants, Economic & Engineering Services, Inc., and unanimously voted to recommend that the cities of Durham, King City, and Tigard formally adopt the plan; and

WHEREAS, the City of Durham acknowledges that it has reviewed the report and amendments and finds its contents to be consistent with the direction given to the IWB participants within Section 4 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM THAT:

SECTION 1: The conclusions contained within the Tigard Water District System Assets and Liability Report as revised by the Intergovernmental Water Board (IWB) are accepted and adopted.

PASSED AND APPROVED this 27th day of September, 1994.

First Reading 9-27-94

Mayor

ATTEST:

Second Reading _____

Steven Feldman
City Recorder

wam\ach\54038\iwaterb.re2

EXHIBIT A
SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DURHAM AND THE CITY OF TIGARD

4. Division of Original District Assets.

A. Pursuant to ORS 222.540(4), the District agrees that the division of assets after withdrawal from the original District by the Cities shall be consistent with the following concepts:

(1) Assets include real, personal and intangible property. "Intangible property" includes but is not limited to: moneys, checks, drafts, deposits, interest, dividends and income.

(2) Assets will be divided into two groups:

a. System Assets: Assets necessary for the operation of Tigard's water supply system throughout the original District, not including those "other assets" of Tigard. Personal and intangible property are system assets. Water mains, service installations, structures, facilities, improvements or other property necessary for operation of the City of Tigard's water supply system throughout the original District are system assets.

b. Other Assets: Assets not necessary for the operation of the City of Tigard's water supply system throughout the original District. Other assets shall become the property of the jurisdiction in which the asset is located. Water mains, service installations, structures, facilities, improvements or other property not necessary for the operation of the City of Tigard's water supply system throughout the original District are other assets.

B. All system assets and other assets shall be pledged by the Cities and the District to Tigard. All system assets and other assets shall be managed by Tigard and shall be utilized by Tigard in order to provide water services to properties, residences and businesses in the original District.

C. Should one of the Cities or the District terminate its water service agreement with Tigard, the Cities' and the District's proportionate interest in a system asset shall be determined based upon the following formula:

Jurisdiction's Proportionate Interest = (A + B + C)/3

A = Jurisdiction's Percentage of Current Consumption in original District

B = Jurisdiction's Percentage of Current Real Market Value in original District

C = Jurisdiction's Percentage of Current Meters in original District

The Cities' and the District's proportionate interest in a system asset capital improvement shall be based upon the capital improvement's depreciated value. The depreciated value shall be based upon the useful life of the capital improvement under generally accepted accounting principles using a straight line method of depreciation.

D. Upon termination of this Agreement, other assets shall become the property of the jurisdiction in which the asset is located.

EXCERPT FROM INTERGOVERNMENTAL AGREEMENT
SECTION 4. Division of Original District Assets

Page 4 of 4

TENANCY IN COMMON AGREEMENT

THIS AGREEMENT is made and effective the ____ day of _____, by CITY OF TIGARD ("Owner"), CITY OF DURHAM ("Owner"), CITY OF KING CITY, ("Owner"), and TIGARD WATER DISTRICT, ("Owner"), collectively known as the INTERGOVERNMENTAL WATER BOARD (IWB), and hereinafter referred to as the "Owners". The Owners agree as follows:

WHEREAS, the ownership of the Water Building and associated real property (Water Building Property) was vested in the Tigard Water District (TWD) as a single entity and is now owned by City of Tigard, City of King City, City of Durham and Tigard Water District as Tenants In Common; and

WHEREAS, the IWB and its member jurisdictions desire to provide for the management and control of the Property; and

WHEREAS, the Water Building Property is suitable and has been used for water operations, City of Tigard offices, and IWB and TWD meetings; and

WHEREAS, the Owners of the Water Building Property have determined that the preferred disposition of the Water Building property is to lease it to the City of Tigard for use in water operations, as city offices and other related activities.

The Owners agree as follows:

1. Acquisition of Property. The Owners have acquired certain real and personal property commonly known as THE WATER BUILDING, located at 8777 SW Burnham Street, Tigard, Oregon, and more particularly described as Exhibit A attached hereto and incorporated by this reference (the "Property").
2. Co-Tenancy. The Property has been improved as the Water Building, a building suitable for water operations, city offices and related activities. The intent of the Owners is to enter into a Lease with the CITY OF TIGARD and to manage and control the Property as Co-Tenants through this Agreement.
3. Business Name. The business of the co-tenancy shall be conducted under the name "INTERGOVERNMENTAL WATER BOARD (IWB)". An application for registration of a fictitious business name shall be filed and published as provided by law.
4. Declaration of Ownership. The owners as described intend that their relationship with respect to the Property shall be a tenancy in common. The Owners intend that no provision of this Tenancy In Common Agreement shall be construed as establishing a partnership, joint venture, or any other form of business entity.

5. Ownership Interest. The names of the Owners and their percentage of undivided interests in the Property are currently as follows:

<u>Name</u>	<u>Percentage Ownership</u>
City of Tigard	70%
Tigard Water District	22%
City of King City	5.5%
City of Durham	2.5%

The Property has been acquired by the co-tenancy. The Owners shall be responsible for payment of all financial obligations of the co-tenancy in the proportion of their ownership interests. Every twenty-four (24) months and at the time of the sale of the Property, the ownership proportions shall be adjusted to reflect population changes as a result of annexation, and Owners will execute a new deed to reflect the changes.

6. Expenses. The expenses incurred with respect to the Property shall be the obligation of the Owners. Anticipated expenses include, but are not limited to: cost of repairs, maintenance, debt service, taxes, assessments, insurance and property management, and as provided for in the Intergovernmental Agreements. In the event of a conflict between or among the agreements with respect to this Tenancy In Common, this Agreement will prevail. Periodically, the Owners shall determine the extent, if any, of additional funds necessary to provide for the payment of expenses. Each Owner shall pay a portion of the amount necessary to pay expenses equal to the Owner's undivided interests in the Property. Payment shall be made within thirty (30) days for receipt by the Owner of notice of the amount due.

7. Improvements. In the event the Owners shall further improve the Property, each Owner shall be obligated for the costs of such improvements in an amount proportionate to the Owner's undivided interest in the Property, except as may otherwise be provided for in the Lease. The Owners shall determine whether to assess the cotenants for the amount required for said improvements, or to finance said amount as a joint debt of the cotenants. In the event an assessment is made, payment shall be made within thirty (30) days of receipt by the Owner of notice of the amount due.

8. Default. In the event an Owner shall fail to pay his or her obligations within the time prescribed above in the amount due under the terms of this Agreement, the undivided interest of the nonpaying Owner shall be subject to a lien in the amount of the deficiency. The provisions of Section 18 of this Agreement relating to liens shall be applicable to an unpaid obligation of an Owner.

9. Revenue, Expenses and Deductions. Subject to Section 12, the revenues, expenses and

deductions from the operation and any sale of the Property shall be shared by the Owners in proportion to their respective undivided interest in the Property.

10. Disbursements. The Owner shall determine if funds are available for disbursement from the operations of the Property and shall direct the Manager hereinafter described to pay said amounts to the Owners in proportion to their respective undivided interests in the Property, subject to the provisions of the Lease and the Intergovernmental Agreement.

11. Proceeds from Sale or Refinance. Proceeds received from any sale or refinancing of the Property, or from the condemnation or destruction of the Property, to the extent that the proceeds are not needed for debt service, anticipated expenses, and reasonable reserves for contingencies as determined by the Owners, shall be retained by the IWB as reserves for capital projects. Notwithstanding the foregoing, the Owners may determine to use part or all of said proceeds to reduce or repay any mortgage indebtedness, contract, or other liability incurred in connection with the Property.

12. Management. The Owners have each engaged the CITY OF TIGARD ("Tigard") to manage the property under terms and conditions contained in the Intergovernmental Agreement and the Water Building Lease. The Owners agree that Tigard may enter into a separate off-site management agreement with a management company of Tigard's choice as it may approve, for management of the Property.

13. Duties of Property Manager. The City of Tigard shall be responsible for performance of all services and duties as specified in the Water Building Lease. None of the Owners, their agents or representatives, shall be entitled to any compensation for management or other services rendered to or for the Property unless such compensation is expressly authorized by the Owners, and subject to the Lease, and Intergovernmental Agreement.

14. Allocation of Purchase Price on Sale or Other Distribution of Property. The allocation of the purchase price received for any sale of the Property as between real property, improvements and personal property, shall be determined by the IWB and the accountant for the co-tenancy, in consultation with the Owners, who shall be bound by said determination.

15. Liens and Encumbrances. Any lien or encumbrance on an Owner's undivided interest in the Property, including but not limited to, any judicial attachment, any judgment lien, any lien arising out of the order or judgment of any court, any lien in connection with taxes claim due any governmental unit, any lien arising under federal or state bankruptcy or insolvency laws, and any lien arising from non-payment by an Owner of amounts pursuant to the terms of this Agreement, shall be discharged by said Owner, and the undivided interest released, within ten (10) days after the lien is filed or otherwise becomes effective. Failure to discharge the lien and obtain release of the undivided interest within the stated time shall constitute a default of this Agreement. During the term of the default, interest shall accrue on any unpaid balance due the co-tenancy at the rate of ten percent (10%) per annum. All amounts due, plus interest thereon, shall be immediately due and payable without further demand and notice. In addition to the foregoing, the remaining Owners may

agree to revoke the right of the defaulting Owner to vote and manage the affairs of the co-tenancy. Any cash distributions which may become payable to a defaulting Owner shall be reduced by the outstanding amounts due plus interest thereon. The remaining Owners shall have the right, but not the obligation, to pay the deficient amount and to obtain release of the lien and to receive reimbursement for the amount of the deficiency plus interest as provided above, from any cash distributions which may become payable to the defaulting Owner.

16. Bonding of Liens. An Owner whose interest in the Property is subject to a lien may, within thirty (30) days after the lien is filed or otherwise becomes effective, deposit with the remaining Owners cash, a corporate surety bond, or other security satisfactory to the remaining Owners, in an amount sufficient to discharge the lien and all costs, attorney's fees and other charges which could accrue as a result of a foreclosure or sale under the lien. Upon making said deposit, the Owner shall not be considered in default of this Agreement.

17. Waiver of Right of Partition. Each Owner irrevocably waives the right to directly or indirectly maintain an action or petition in any court for a partition of the Property.

18. Restrictions on Sale of the Owner's Interest. An Owner may sell, convey or transfer the Owner's undivided interest in the Property only in compliance with the terms of this Section 18, the Intergovernmental Agreement, and the Water Building Lease (granting Right of First Refusal to the City of Tigard). Upon the withdrawal of an Owner from the IWB, the remaining Owners shall have authority to act on behalf of the withdrawn Owner with respect to the Property. Any sale of a portion of the interest of an IWB member jurisdiction must be to another member jurisdiction or to the IWB as a group.

18.1 Sale. An Owner may sell, convey or transfer its interest only to another Owner.

18.2 Price. The selling price of the Water Building property shall be established through an appraisal performed by an appraisal company highly experienced in valuation of properties similar to the Water Building Property and selected by the mutual agreement of Seller and Purchaser, except the value of the improvements on the Property, which shall be valued according to the System Assets and Liabilities Final Report (Section II, Utility Plant in Service) prepared by Economic and Engineering Services, Inc. dated November 1994.

19. Right of First Refusal. No Owner/Landlord of the Property shall sell or transfer the Owner's/Landlords undivided interest in the Property except as set forth herein and in the Water Building Lease to the City of Tigard. In the event that three (3) out of four (4) of the representative jurisdiction Owners vote to sell the Water Building Property, the City of Tigard shall have the Right of First Refusal. Within 30 days of notification to Tenant that the Property will be sold, Tenant shall notify Owner of the intent to exercise the right to purchase the Property. Within 30 days of Tenant's notification to Landlord, the City of Tigard shall determine the Canterbury Property improvement value as set forth in the System Assets and Liabilities Final Report (Section II, Utility Plant in Service) prepared by Economic and Engineering Services, Inc. dated November 1994, and order an appraisal of the land to be performed by an appraisal company highly experienced in valuation of

land similar to the Property and agreed upon by seller and purchaser. Within 30 days of receiving the determination of value of the Property, the sale shall be closed.

20. Vote on Sale of Water Building. Subject to the provisions of the Water Building Lease and of this Tenants in Common Agreement Section 18.1 Right of First Refusal, the Owners may sell the Water Building upon an affirmative vote of three (3) out of four (4) of the representative Owner jurisdictions and the net proceeds distributed to the Owners under the terms of Section 11 above.

21. Required Vote for Determinations. All determinations to be made by the Owners under the terms of this Agreement, other than sale of the Property, shall be by majority vote of the five (5) members of the IWB. Unless specifically provided otherwise, an affirmative vote of three or more of the IWB members shall be required for any action to be taken, any determinations to be made, or any authorizations to be given by the Owners under the terms of this Agreement.

22. Manner of Voting. All determinations to be made by the Owners shall be made at meetings or by telephone conferences. However, the Owners may make determinations without a meeting or telephone conference by obtaining the signed, written vote of each Owner.

23. Events of Termination. The co-tenancy Agreement shall continue until terminated by the occurrence of one of the following events: the sale of the Property, the majority agreement of the Owners to terminate this Agreement, or the majority Agreement of the Owners to divide and separate the Property among themselves.

24. Effect on Obligations. Termination shall not affect the rights or obligations of the Owners which arise prior to the termination.

25. Notices. All notices will be in writing and delivered by mail or in person to each Owner.

26. Attorney Fees. In the event of suit, action or arbitration to interpret or enforce any of the terms of this Agreement, including any action under the Bankruptcy laws of the United States, the prevailing party or parties shall be awarded such sum as the court or arbitrator may adjudge reasonable as attorney fees in such suit, action or arbitration and in any appeal or review therefrom.

27. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Owners, their respective heirs, executors, administrators, legal representatives, successors and assigns.

28. Amendment. This Agreement may be amended at any time by the Owners in the same manner as they make any other determination under Sections 21 and 22 of this Agreement.

29. Integration. This Agreement contains the entire Agreement of the Owners and supercedes all prior and contemporaneous agreements between them with respect to the co-tenancy. Except as fully set forth herein, there are no presentations, agreements, or understandings, oral or written, among the Owners relating to the co-tenancy, except for the Intergovernmental Agreements, and the

Lease.

30. Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

31. Governing Law. This Agreement shall be subject to, and governed by, the laws of the State of Oregon.

The parties have executed this agreement as of the date first written above.

By: _____
IWB Representative for the City of Tigard

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the Tigard Water District

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the City of Durham

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the City of King City

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

EXHIBIT A
WATER BUILDING TENANTS IN COMMON AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION

PARCEL I

A tract of land in Section 2, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at a point of intersection of the Southwesterly right of way line of that certain 50 foot strip of right of way conveyed to the Oregon Electric Railway Company by James R. O'Mara and Mary C. O'Mara, his wife, by deed dated January 4, 1907 and recorded February 16, 1907, on Page 40 of Book 75, Deed Records of Washington County, Oregon, and the west line of the William Graham Donation Land Claim No. 39, said point being monumented by an iron pipe; thence South 43° 00' West along the west Donation Land Claim line a distance of 354.3 feet, more or less, to the center line of County Road No. 977; thence South 45° 04' East along the center line of said County Road; a distance of 95.75 feet; thence South 0° 21' West a distance of 132.33 feet to a point, said point being monumented by an iron pipe; thence South 89° 41' East, a distance of 368.55 feet to a point in the center line of County Road No. 227; thence North 0° 19' East along the center line of County Road No. 227 to a point on the Southwesterly right of way line of the Oregon Electric Railway Company, as aforesaid; thence North 41° 58' West along the Southwesterly right of way line as aforesaid, a distance of 291.63 feet to the point of beginning.

PARCEL II

A tract of land in Section 2, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at the point of intersection of the Southwesterly right of way line of that certain 50 foot strip of right of way conveyed to Oregon Electric Railway Company by James R. O'Mara and Mary C. O'Mara, his wife, by deed dated January 4, 1907, and recorded February 16, 1907, on Page 40 of Book 75, Deed Records of Washington County, Oregon, and the west line of the William Graham Donation Land Claim No. 39, said point being monumented by an iron pipe; thence South 43° 00' West along said west donation land claim line a distance of 354.3 feet, more or less, to the center of County Road No. 997; thence North 45° 04' 30" West along the center line of County Road No. 997, a distance of 241.44 feet; thence North 43° 00' East a distance of 367.75 feet, more or less, to a point on the

EXHIBIT A
WATER BUILDING TENANTS IN COMMON AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION - Continued

Southwesterly right of way line of that certain 50 foot strip of right of way conveyed to the Oregon Electric Railway Company by Rudolph Hunziker and S. G. Hunziker, his wife, by deed dated December 13, 1906 and recorded February 16, 1907, on Page 39 of Book 75, Deed Records of Washington County, Oregon, thence South $41^{\circ} 58'$ East a distance of 242.25 feet, more or less, along said Southwesterly right of way line to the point of beginning.

PARCEL III

A tract of land in Section 2, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at a point in the center of County Road North $45^{\circ} 46'$ West 241.44 feet of the most easterly corner of that certain tract of land conveyed to Charles Burnham by deed recorded in Book W, Page 162, Deed Records of Washington County, Oregon, said beginning point being also the most westerly corner of that certain tract of land conveyed to W. J. Kerry by deed recorded in Book 146, Page 105, Deed Records; thence North $42^{\circ} 19'$ East along the northwesterly line of said Kerry tract, 367.7 feet to the westerly right of way of Oregon Electric Railway Company; thence Northwesterly along said right of way line 60 feet to a point; thence South $42^{\circ} 19'$ West 374.23 feet, more or less, to center line of County Road and the easterly line of said Burnham tract; thence South $45^{\circ} 46'$ East 60 feet, more or less, to the place of beginning.

TENANCY IN COMMON AGREEMENT

THIS AGREEMENT is made and effective the ____ day of _____, by CITY OF TIGARD ("Owner"), CITY OF DURHAM ("Owner"), CITY OF KING CITY, ("Owner"), and TIGARD WATER DISTRICT, ("Owner"), collectively known as the INTERGOVERNMENTAL WATER BOARD (IWB), and hereinafter referred to as the "Owners".

WHEREAS, the ownership of the Canterbury Property was vested in the Tigard Water District (TWD) as a single entity; and is now owned by the City of Tigard, City of King City, City of Durham, and the Tigard Water District as Tenants In Common; and

WHEREAS, the IWB and its member jurisdictions desires to provide for the management and control of the Property; and

WHEREAS, on April 11, 2007, the IWB adopted Resolution 07-02, recommending to the Tigard City Council that a portion of the Canterbury property be declared surplus; and

WHEREAS, the City of Tigard has expressed an interest in purchasing the surplus property for use as a public park; and

WHEREAS, the Owners of the Canterbury Property have determined that the preferred disposition of the surplus Canterbury Property is that it should be sold under the conditions set forth in IWB Resolution 07-02.

The Owners agree as follows:

1. Acquisition of Property. The Owners have acquired certain real and personal property commonly known as THE CANTERBURY PROPERTY, located at 10310 SW Canterbury Lane, Tigard, Oregon, and more particularly described as Exhibit A attached hereto and incorporated by this reference (the "Property").
2. Co-Tenancy. The Property has been improved with two (2) reservoirs and a storage building. The intent of the Owners is to enter into a sale agreement with CITY OF TIGARD to purchase a portion of the Property ("Park Property") for use as a public park and to continue in ownership of the balance of the Property as Co-Tenants.
3. Business Name. The business of the co-tenancy shall be conducted under the name "INTERGOVERNMENTAL WATER BOARD (IWB)". An application for registration of a fictitious business name shall be filed and published as provided by law.

4. Declaration of Ownership. The owners as described intend that their relationship with respect to the Property shall be a tenancy in common. The Owners intend that no provision of this Tenancy In Common Agreement shall be construed as establishing a partnership, joint venture, or any other form of business entity.

5. Ownership Interest. The names of the Owners and their percentage of undivided interests in the Property are currently as follows:

<u>Name</u>	<u>Percentage Ownership</u>
City of Tigard	70%
Tigard Water District	22%
City of King City	5.5%
City of Durham	2.5%

The Property has been acquired by the co-tenancy. The Owners shall be responsible for payment of all financial obligations of the co-tenancy in the proportion of their ownership interests. Every twenty-four (24) months, and at the time of any sale of the Property, the ownership proportions shall be adjusted to reflect population changes as a result of annexation, and Owners will execute a new deed to reflect the changes.

6. Expenses. Until the sale of the surplus portion of the Property, the expenses incurred with respect to the Property shall be the obligation of the Owners. Anticipated expenses include, but are not limited to: cost of repairs, maintenance, debt service, taxes, assessments, insurance and property management, and as provided for in the Intergovernmental Agreements. In the event of a conflict between or among the agreements with respect to this Tenancy In Common Agreement, this Agreement will prevail. Periodically, the Owners shall determine the extent, if any, of additional funds necessary to provide for the payment of expenses. Each Owner shall pay a portion of the amount necessary to pay expenses equal to the Owner's undivided interests in the Property. Payment shall be made within thirty (30) days for receipt by the Owner of notice of the amount due.

7. Improvements. In the event the Owners shall further improve the Property, each Owner shall be obligated for the costs of such improvements in an amount proportionate to the Owner's undivided interest in the Property. The Owners shall determine whether to assess the cotenants for the amount required for said improvements, or to finance said amount as a joint debt of the

cotenants. In the event an assessment is made, payment shall be made within thirty (30) days of receipt by the Owner of notice of the amount due.

8. Default. In the event an Owner shall fail to pay his or her obligations within the time prescribed above in the amount due under the terms of this Agreement, the undivided interest of the nonpaying Owner shall be subject to a lien in the amount of the deficiency. The provisions of Section 18 of this Agreement relating to liens shall be applicable to an unpaid obligation of an Owner.

9. Revenue, Expenses and Deductions. Subject to Section 12, the revenues, expenses and deductions from the operation and any sale of the Property shall be shared by the Owners in proportion to their respective undivided interest in the Property.

10. Disbursements. The Owner shall determine if funds are available for disbursement from the operations of the Property and shall direct the Manager hereinafter described to pay said amounts to the Owners in proportion to their respective undivided interests in the Property, subject to the provisions of the Lease and the Intergovernmental Agreement.

11. Proceeds from Sale or Refinance. Proceeds received from any sale or refinancing of the Property, or from the condemnation or destruction of the Property, to the extent that the proceeds are not needed for debt service, anticipated expenses, and reasonable reserves for contingencies as determined by the Owners, shall be retained by the IWB as reserves for capital projects. Notwithstanding the foregoing, the Owners may determine to use part or all of said proceeds to reduce or repay any mortgage indebtedness, contract, or other liability incurred in connection with the Property.

12. Management. The Owners have each engaged the CITY OF TIGARD ("Tigard") to manage the Property under terms and conditions contained in the Intergovernmental Agreement. The Owners agree that Tigard may enter into a separate off-site management agreement with a management company of Tigard's choice as it may approve, for management of the Property.

13. Duties of Property Manager. The City of Tigard shall be responsible for performance of all services and duties as set forth in the Intergovernmental Agreement. None of the Owners, their agents or representatives, shall be entitled to any compensation for management or other services rendered to or for the Property unless such compensation is expressly authorized by the Owners, and subject to the Lease, and Intergovernmental Agreement.

14. Allocation of Purchase Price on Sale or Other Distribution of Property. The allocation of the purchase price received for any sale of the Property as between real property, improvements and personal property, shall be determined by the IWB and the accountant for the co-tenancy, in consultation with the Owners, who shall be bound by said determination.

15. Liens and Encumbrances. Any lien or encumbrance on an Owner's undivided interest in the Property, including but not limited to, any judicial attachment, any judgment lien, any lien arising out of the order or judgment of any court, any lien in connection with taxes claim due any governmental unit, any lien arising under federal or state bankruptcy or insolvency laws, and any lien arising from non-payment by an Owner of amounts pursuant to the terms of this Agreement, shall be discharged by said Owner, and the undivided interest released, within ten (10) days after the lien is filed or otherwise becomes effective. Failure to discharge the lien and obtain release of the undivided interest within the stated time shall constitute a default of this Agreement. During the term of the default, interest shall accrue on any unpaid balance due the co-tenancy at the rate of ten percent (10%) per annum. All amounts due, plus interest thereon, shall be immediately due and payable without further demand and notice. In addition to the foregoing, the remaining Owners may agree to revoke the right of the defaulting Owner to vote and manage the affairs of the co-tenancy. Any cash distributions which may become payable to a defaulting Owner shall be reduced by the outstanding amounts due plus interest thereon. The remaining Owners shall have the right, but not the obligation, to pay the deficient amount and to obtain release of the lien and to receive reimbursement for the amount of the deficiency plus interest as provided above, from any cash distributions which may become payable to the defaulting Owner.

16. Bonding of Liens. An Owner whose interest in the Property is subject to a lien may, within thirty (30) days after the lien is filed or otherwise becomes effective, deposit with the remaining Owner's cash, a corporate surety bond, or other security satisfactory to the remaining Owners, in an amount sufficient to discharge the lien and all costs, attorney's fees and other charges which could accrue as a result of a foreclosure or sale under the lien. Upon making said deposit, the Owner shall not be considered in default of this Agreement.

17. Waiver of Right of Partition. Each Owner irrevocably waives the right to directly or indirectly maintain an action or petition in any court for a partition of the Property.

18. Restrictions on Sale of the Owner's Interest. An Owner may sell, convey or transfer the Owner's undivided interest in the Property only in compliance with the terms of Section 18 herein, and the Intergovernmental Agreement. Upon the withdrawal of an Owner from the IWB, the remaining Owners shall have authority to act on behalf of the withdrawn Owner with respect to the Property. Any sale of a portion of the interest of an IWB member jurisdiction must be to another member jurisdiction or to the IWB as a group.

18.1 Sale. An Owner may sell, convey or transfer its interest only to another Owner or Owners.

18.2 Price. The selling price of the Property shall be established through an appraisal performed by an appraisal company highly experienced in valuation of properties similar to the Canterbury Property and selected by the mutual agreement of Seller and Purchaser, except the

value of the improvements on the Property, which shall be valued according to the System Assets and Liabilities Final Report (Section II, Utility Plant in Service) prepared by Economic and Engineering Services, Inc. dated November 1994.

19. Sale of the Park Property. The Owners may sell the Park Property upon an affirmative vote of three (3) out of four (4) of the representative Owner jurisdictions and the net proceeds distributed under the terms of Section 11 above.

20. Right of First Refusal. No Owner/Landlord of the Property shall sell or transfer the Owner's/Landlords undivided interest in the Property except as set forth herein. In the event that three (3) out of four (4) of the representative jurisdiction Owners vote to sell the Canterbury Property, the City of Tigard shall have the Right of First Refusal. Within 30 days of notification to Tenant that the Property will be sold, Tenant shall notify Owner of the intent to exercise the right to purchase the Property. Within 30 days of Tenant's notification to Landlord, the City of Tigard shall determine the Canterbury Property improvement value as set forth in the System Assets and Liabilities Final Report (Section II, Utility Plant in Service) prepared by Economic and Engineering Services, Inc. dated November 1994, and order an appraisal of the land to be performed by an appraisal company highly experienced in valuation of land similar to the Property and agreed upon by seller and purchaser. Within 30 days of receiving the determination of value of the Property, the sale shall be closed.

21. Required Vote for Determinations. All determinations to be made by the Owners under the terms of this Agreement, other than sale of the Property, shall be by majority vote of the five (5) members of the IWB. Unless specifically provided otherwise, an affirmative vote of three or more of the IWB members shall be required for any action to be taken, any determinations to be made, or any authorizations to be given by the Owners under the terms of this Agreement.

22. Manner of Voting. All determinations to be made by the Owners shall be made at meetings or by telephone conferences. However, the Owners may make determinations without a meeting or telephone conference by obtaining the signed, written vote of each Owner.

23. Events of Termination. The co-tenancy Agreement shall continue until terminated by the occurrence of one of the following events: the sale of the Property, the majority agreement of the Owners to terminate this Agreement, or the majority Agreement of the Owners to divide and separate the Property among themselves.

24. Effect on Obligations. Termination shall not affect the rights or obligations of the Owners which arise prior to the termination.

25. Notices. All notices will be in writing and delivered by mail or in person to each Owner.

26. Attorney Fees. In the event of suit, action or arbitration to interpret or enforce any of the terms of this Agreement, including any action under the Bankruptcy laws of the United States, the prevailing party or parties shall be awarded such sum as the court or arbitrator may adjudge reasonable as attorney fees in such suit, action or arbitration and in any appeal or review therefrom.

27. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Owners, their respective heirs, executors, administrators, legal representatives, successors and assigns.

28. Amendment. This Agreement may be amended at any time by the Owners in the same manner as they make any other determination under Sections 21 and 22 of this Agreement.

29. Integration. This Agreement contains the entire Agreement of the Owners and supercedes all prior and contemporaneous agreements between them with respect to the co-tenancy. Except as fully set forth herein, there are no presentations, agreements, or understandings, oral or written, among the Owners relating to the co-tenancy, except for the Intergovernmental Agreements, and the Lease.

30. Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

31. Governing Law. This Agreement shall be subject to, and governed by, the laws of the State of Oregon.

The parties have executed this agreement as of the date first written above.

By: _____
IWB Representative for the City of Tigard

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the Tigard Water District

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the City of Durham

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

By: _____
IWB Representative for the City of King City

CERTIFICATE OF NOTARY PUBLIC

STATE OF OREGON
COUNTY OF _____

Signed or attested before me on _____, 2007, by _____

Signature of Notarial Officer

EXHIBIT A
CANTERBURY PROPERTY TENANTS IN COMMON AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

Beginning at the northwest corner of Lot 5, Tigardville Heights a subdivision of record in Section 11 Township 2 South, Range 1 West of the Willamette Meridian, in Washington County, Oregon, running thence South 19° 19' West along the West line of said subdivision 165 feet to the Southwest corner of Lot 5, thence East along the South line of Lot 5, 264 feet; thence North and parallel with the West line of said lot 165 feet to the North line thereof; thence West 264 feet to the place of beginning; Together with an easement over the following described tract of land;

Beginning at the Northeast corner of the above described property; thence East along the North line of Lot 5, Tigardville Heights, to the center of Murdock Avenue, thence South along said center line a distance of 12 feet, thence West and parallel with the North line of Lot 5, to the East line of the above described tract of land, thence North a distance of 12 feet to the place of beginning.

AFTER RECORDING, RETURN TO:

Attn: Timothy V. Ramis
Ramis Crew Corrigan, LLP
1727 NW Hoyt Street
Portland, OR 97209

BARGAIN AND SALE DEED

TIGARD WATER DISTRICT, ("Grantor") conveys to the TIGARD WATER DISTRICT, CITY OF TIGARD, CITY OF DURHAM AND CITY OF KING CITY, as "Tenants In Common" with the following undivided interests:

City of Tigard	70%
Tigard Water District	22%
City of Durham	2.5%
City of King City	5.5%

the following real property known as the Water Building and legally described as,

See Attached "Exhibit A: Property Description"

Subject to any easements, rights of way, and reservations as the same may exist or appear of record.

Subject also to the Tenancy In Common Agreement dated _____, 2007.

The true consideration for this conveyance is Zero Dollars (\$0.00).

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this _____ day of _____, _____.

GRANTOR:

Signed, Tigard Water District

Print Name and Title of Signing Official

(Notarial Certificate on following page)

STATE OF OREGON)
) ss
COUNTY OF _____)

 This instrument was signed before me on _____ by
_____.

Notary Public
My Commission expires: _____

EXHIBIT A
WATER BUILDING DEED
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION

PARCEL I

A tract of land in Section 2, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at a point of intersection of the Southwesterly right of way line of that certain 50 foot strip of right of way conveyed to the Oregon Electric Railway Company by James R. O'Mara and Mary C. O'Mara, his wife, by deed dated January 4, 1907 and recorded February 16, 1907, on Page 40 of Book 75, Deed Records of Washington County, Oregon, and the west line of the William Graham Donation Land Claim No. 39, said point being monumented by an iron pipe; thence South 43° 00' West along the west Donation Land Claim line a distance of 354.3 feet, more or less, to the center line of County Road No. 997; thence South 45° 04' East along the center line of said County Road; a distance of 95.75 feet; thence South 0° 21' West a distance of 132.33 feet to a point, said point being monumented by an iron pipe; thence South 89° 41' East, a distance of 368.55 feet to a point in the center line of County Road No. 227; thence North 0° 19' East along the center line of County Road No. 227 to a point on the Southwesterly right of way line of the Oregon Electric Railway Company, as aforesaid; thence North 41° 58' West along the Southwesterly right of way line as aforesaid, a distance of 291.63 feet to the point of beginning.

PARCEL II

A tract of land in Section 2, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at the point of intersection of the Southwesterly right of way line of that certain 50 foot strip of right of way conveyed to Oregon Electric Railway Company by James R. O'Mara and Mary C. O'Mara, his wife, by deed dated January 4, 1907, and recorded February 16, 1907, on Page 40 of Book 75, Deed Records of Washington County, Oregon, and the west line of the William Graham Donation Land Claim No. 39, said point being monumented by an iron pipe; thence South 43° 00' West along said west donation land claim line a distance of 354.3 feet, more or less, to the center of County Road No. 997; thence North 45° 04' 30" West along the center line of County Road No. 997, a distance of 241.44 feet; thence North 43° 00' East a distance of 367.75 feet, more or less, to a point on the

EXHIBIT A
WATER BUILDING DEED
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION - Continued

Southwesterly right of way line of that certain 50 foot strip of right of way conveyed to the Oregon Electric Railway Company by Rudolph Hunziker and S. C. Hunziker, his wife, by deed dated December 13, 1906 and recorded February 16, 1907, on Page 39 of Book 75, Deed Records of Washington County, Oregon, thence South 41° 58' East a distance of 242.25 feet, more or less, along said Southwesterly right of way line to the point of beginning.

PARCEL III

A tract of land in Section 2, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, described as follows:

Beginning at a point in the center of County Road North 45° 46' West 241.44 feet of the most easterly corner of that certain tract of land conveyed to Charles Burnham by deed recorded in Book W, Page 162, Deed Records of Washington County, Oregon, said beginning point being also the most westerly corner of that certain tract of land conveyed to W. J. Kerry by deed recorded in Book 146, Page 105, Deed Records; thence North 42° 19' East along the northwesterly line of said Kerry tract, 367.7 feet to the westerly right of way of Oregon Electric Railway Company; thence Northwesterly along said right of way line 60 feet to a point; thence South 42° 19' West 374.23 feet, more or less, to center line of County Road and the easterly line of said Burnham tract; thence South 45° 46' East 60 feet, more or less, to the place of beginning.

AFTER RECORDING, RETURN TO:

Attn: Timothy V. Ramis
Ramis Crew Corrigan, LLP
1727 NW Hoyt Street
Portland, OR 97209

BARGAIN AND SALE DEED

TIGARD WATER DISTRICT, ("Grantor") conveys to the TIGARD WATER DISTRICT, CITY OF TIGARD, CITY OF DURHAM AND CITY OF KING CITY, as "Tenants In Common" with the following undivided interests:

City of Tigard	70%
Tigard Water District	22%
City of Durham	2.5%
City of King City	5.5%

the following real property known as the Canterbury Property and legally described as,

See Attached "Exhibit A: Property Description"

Subject to any easements, rights of way, and reservations as the same may exist or appear of record.

Subject also to the Tenancy In Common Agreement dated _____, 2007.

The true consideration for this conveyance is Zero Dollars (\$0.00).

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this _____ day of _____, _____.

GRANTOR:

Signature, Tigard Water District

Print Name and Title of Signing Official

(Notarial Certificate on following page)

STATE OF OREGON)
) ss
COUNTY OF _____)

 This instrument was signed before me on _____ by
_____.

Notary Public
My Commission expires: _____

EXHIBIT A
CANTERBURY PROPERTY DEED
LEGAL DESCRIPTION OF PROPERTY

Beginning at the northwest corner of Lot 5, Tigardville Heights a subdivision of record in Section 11 Township 2 South, Range 1 West of the Willamette Meridian, in Washington County, Oregon, running thence South 19° 19' West along the West line of said subdivision 165 feet to the Southwest corner of Lot 5, thence East along the South line of Lot 5, 264 feet; thence North and parallel with the West line of said lot 165 feet to the North line thereof; thence West 264 feet to the place of beginning; Together with an easement over the following described tract of land:

Beginning at the Northeast corner of the above described property; thence East along the North line of Lot 5, Tigardville Heights, to the center of Murdock Avenue, thence South along said center line a distance of 12 feet, thence West and parallel with the North line of Lot 5, to the East line of the above described tract of land, thence North a distance of 12 feet to the place of beginning.